

Solicitors' Journal.

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CURRENT TOPICS.

WHILE THE COMMON PLEAS DIVISION is just beginning to take up appeals from revising barristers, the Registration Appeal Court in Scotland has already concluded its corresponding task. The total of the Scotch registration appeals reached the large number of sixty-three. All of these, of course, were not separately argued, many being concluded by a single decision; but there was no consolidated case in the strict sense of that term. The figures seem to show that points of registration law are litigated with greater obstinacy in Scotland than in this country. Perhaps the most important decision was that affirming the right of a lessee of shootings to be placed upon the list of voters. This question was decided in the negative by the Scotch courts so recently as 1869, but the majority of the Registration Appeal Court (Lords Muir and Craig-hill, dissentiente Lord Ormildale) have now held that a tenant of shootings, being assessed to the rates, is a tenant and occupier of "lands and heritages" within the meaning of the Act of 1868.

THE HEARING of the appeals of *The Commissioners of Public Works v. Angus*, and *Dalton v. Angus*, was adjourned last Monday in order that the House of Lords might obtain the assistance of the judges. The last case in which the judges were summoned to assist the peers was *Allison v. Bristol Marine Insurance Company* (24 W. R. 1039, L. R. 1 App. 209) in 1875. From a

very early period the judges of the three common law courts, together with the Master of the Rolls, the Attorney-General, the Solicitor-General, and the King's Serjeants were members of the *consilium ordinarium regis*, and were summoned "to treat and give advice." Sir Erskine May (Parliamentary Practice, 7th ed., p. 233) says that the attendance of the judges "was formerly enforced on all occasions, but they are now summoned by a special order when their advice is required." In former times there appears to have been sometimes a difficulty in enforcing the attendance of the learned judges, for, in 1641, the House, being informed that Judge Heath and Judge Foster were gone to York without leave of the House, appears to have ordered that "they, or any other assistants that are gone to York, shall be sent back as delinquents, that some example be made of them." Two days later it was ordered "that the warrant sent out for the bringing up of Mr. Justice Foster . . . for attempting to go to York without leave, being grounded on misinformation, was to be vacated and taken off the record." Mr. Justice Heath wrote a letter to the Speaker, "with humbleness acknowledging the tie which lay upon him for his attendance upon the Honourable House of Peers where he was an assistant, though the meanest of any," and he accompanied the letter with a petition to the House, setting forth circumstances to excuse his absence. Again, on the 9th of February, 1693, all the judges were required to attend, and were addressed by Lord-Keeper Somers as follows: "I am commanded to tell you that you have the honour to be assistants here, and the House takes notice of your great negligence in your attendance; you have had sometimes warning given you, though not with so much solemnity as I am directed now to do it; if this fault be not amended for the future the House will proceed with great severity against you." This reprimand was, by the order of the House, repeated on the 4th of December, 1694.

LORD COLERIDGE, in concluding his summing up in the case of *Nowell v. Williams*, is reported to have said that "there were eminent persons in Parliament who had their minds much attracted to the working of the Lunacy Laws, and it seemed to him that the action of the certifying physicians was well worthy of being brought under the notice of the Government in order that they might consider whether any change of the law was necessary in view of proceedings which he could not but think were wrong in themselves, and ought to be prevented for the future"; and the jury added to their verdict an expression of opinion "that the mode in which the certificates were given, and the inquiries as to the certificates were carried on, on the part of the medical men, was very reprehensible, and that the law requires alteration." The existing provisions of the law are not, however, wanting in stringency. Before a patient can be admitted to an asylum (except under special circumstances) there must be a separate visit from each of the two certifying medical men—a separate personal examination of the alleged lunatic, and two medical certificates setting forth the special fact or facts upon which the opinion of the medical men is founded. These certificates come under the observation of the Lunacy Commissioners, who take immediate steps, on discovering any defects or omissions, to have them remedied, or, if this is not practicable, insist on the immediate discharge of the patient from illegal detention (see 15th Report, p. 65). But even these stringent precautions are not sufficient to produce care on the part of medical men. Dr. Millar, the superintendent of a large lunatic asylum, states (2 Taylor's Medical Jurisprudence, p. 528) that, as a rule, very few of the medical certificates brought with private patients were correctly filled up. Dr. Taylor gives an instance where one of the facts cited in a certificate, as indicative of insanity in an old lady, was

that she kept a cockatoo; and the Scottish Lunacy Commissioners mention a certificate which alleged, as a fact tending to show the existence of lunacy, that "the patient has a great desire to appear conspicuous as a musician." We agree with Lord Coleridge and the jury that some alteration is needed in the mode of giving these certificates, but it may be suggested that a few verdicts against certifying doctors for heavy damages would probably work more amendment in their practice than any new legislative provision on the old lines.

THE INCIDENT mentioned in our last issue as having occurred at the sittings at *Nisi Prius* at Westminster before Denman, J., happened very opportunely by way of illustration of our remarks on Mr. Erle's pamphlet on the present *Nisi Prius* arrangements. It appears that two cases were fixed for trial in the same court, on the ground that the same leading and junior counsel were engaged in them. This seemed a very proper and judicious arrangement, but while the first case was being tried an announcement came in that Mr. Justice Field, in an adjoining court, had gone through his list, and wanted a cause sent over. There was no case to go over but the second of the two cases above referred to. Counsel naturally remonstrated. Mr. Justice Denman, in connection with this incident, expressed himself strongly on the fact that counsel undertake cases and leave them. We should agree with Mr. Justice Denman's remarks if we believed that counsel had as much choice in the matter as is generally supposed by outsiders. But if there is laxity in this respect in some quarters, it naturally arises from the arrangements for the conduct of judicial business, which render it impossible for any man, even with the best intentions, always to meet his engagements by personal attendance. The common law system keeps a great variety of courts sitting simultaneously, and no one who has not experienced it can have any idea of the difficulty of forecasting with regard to the possible clashing of engagements under this system. Two cases may be in constant danger of clashing for a week, and the actual hearing of them may be divided by an interval of six months. The courts too, are constantly varying the order of business, and indeed must necessarily do so according to the changing circumstances of the cases. The state of things that has long existed is not calculated to foster a high degree of conscientious strictness in this respect at the common law bar. At assizes, the young member of the profession finds his engagements in the Crown Court, in which he has already got a good business, clash with those in the Civil Court, in which he is beginning to get some business, and is anxious to get more. Again, when the Civil Court finishes before the Criminal, or *vice versa*, two courts often sit for the same sort of business, civil or criminal as it may happen, simultaneously, the result necessarily being that counsel are to some extent separated from their cases. The same thing goes on all through the life of a common law barrister. And it being impossible for the most conscientious man entirely to prevent it, the result is that the moral tone of the profession is altogether lowered, and its members are not awake to the serious grievance to suitors that is involved. We say that no system can be considered satisfactory under which the evils we speak of happen. These evils were made the subject of serious comment some time ago in Parliament and elsewhere. But neither the bench nor the common law bar are sensitive in the matter. Custom has rendered them callous. Their moral inertia on the subject is the more difficult to stir, because it is admittedly so hard to find a remedy. Perhaps it may be impossible to find a complete remedy; even the Chancery system does not altogether preclude the occasional occurrence of the evil; but something might be done to improve the present condition of matters.

THE SECRETARY of the United Kingdom Alliance, perturbed, we presume, by the comfortable dining saloon carriages which certain railway companies have recently provided, has written to Mr. Cross to ask "whether the sale of intoxicating liquor in railway carriages is legal, and under what statute licences for this sale are procured," and Mr. Cross has cautiously declined to deliver a legal opinion. The answer appears to be that the railway traveller is not uncared for by the Licensing Acts, but it is in the railway refreshment room that the Legislature intends intoxicating liquor to be sold to him. Thus, by the 45th section of the Licensing Act, 1872, the railway refreshment room is exempted from the provisions which require other licensed premises to be of a certain annual value, and by the 10th section of the Licensing Act, 1874, "nothing in this Act contained as to hours of closing shall preclude the sale at any time, at a railway station, of intoxicating liquors to persons arriving at or departing from such station by railroad." It seems clear that these saving words will not include the case of a sale by a seller accompanying the traveller in the railway carriage itself. A nicer question might, however, arise if the sale takes place on the railway platform, and in order to ascertain whether this sale is or is not illegal, the licence of the keeper of the refreshment room would have to be inspected. If that licence contained large general words as to the place of sale, probably the sale on the platform by the refreshment room holder would be protected, but not otherwise.

FARM LEASES.

II.

WE endeavoured last week to trace the gradual growth of provisions in farm leases relating to cultivation down to the commencement of the present century. It will be observed that, notwithstanding the protection afforded by the law of waste, provisions restricting the ploughing up of meadow land have been in constant use from an early period. The permanent employment of land for the production of hay has always been a main point in English farming; and it is not a little remarkable that a system of agriculture by which, as compared with the other system of rotation of crops, it has been estimated that only about half the produce of human food can be obtained from the same acreage, should have prevailed throughout England during the time of protective duties. It is also worthy of observation that, while the early Continental leases are stated to have carefully prescribed the mode of cultivation, the early English lease left the farmer to crop the land as he thought best. The framers of these ancient instruments were more concerned about the stubbing of thorns and the protection of the trees on the farm than about the rotation of crops; and for many generations after provisions relating to this subject were inserted in leases, they usually took the lax form of only restricting more than two or three white crops in succession from the same land.

It may, perhaps, be suggested that in early times the lack of express provisions as to cultivation in leases was supplied by what has been termed the common law as to cultivation—the custom of the country impliedly incorporated in leases. But it is not till the close of the last century that any allusion occurs in the law reports to customs relating to the mode of cultivation, although in 1769, when the case of *Trumper v. Cardwardine* was tried at Hereford, before Yates, J. (see Dougl. 202), a custom was set up for the tenant to reap his away-going crop. In this case, however, the judge held that the custom could not extend to lessees who held by deed, although it might apply to parol agreements. Nine years afterwards, in *Wigglesworth v. Dallison*, Lord Mansfield reversed this doctrine and allowed a tenant holding under a lease by deed, which contained no stipulation on the subject, to take an away-going crop under the custom of the

country. But it was not until 1793 that it was expressly laid down (*Powley v. Walker*, 5 T. R. 373), that the mere relation of landlord and tenant was a sufficient consideration to support an implied obligation on the part of the tenant to cultivate a farm in a husbandlike manner according to the custom of the country. We may conclude, therefore, that up to nearly the close of the last century the only obligations as to cultivation by which the agricultural tenant was bound were the express covenants on this subject contained in leases, and there seems to be no reason to suppose that even on the subject of allowances to out-going tenants any incident was then annexed by custom to leases other than the rude expedient of the away-going crop, whereby the outgoing tenant was compelled to carry on business in two places at the same time.

But when once the doctrine of the incorporation of agricultural customs into written leases had obtained a foothold, the customs grew with remarkable rapidity; and in order to understand the changes which have occurred during the present century in the provisions of the farm lease, it is necessary to trace the development of the unwritten law as to cultivation and allowances on quitting. In 1828, when Kennedy and Grainger wrote their book on the Tenancy of Land, there were several counties in which there was no customary restriction on cropping and no rotation of crops—for instance, Derbyshire, Lancashire, Bedfordshire, and Berkshire; and these authors remark that there was then "but a small proportion of the country where a complete system of husbandry was regularly practised." It is curious, however, to observe how common, even at that time, customs intended to secure to the outgoing tenant the benefit of his expenditure during the last year of his tenancy in the ordinary operations of husbandry, had become. Some interesting information as to the way in which customs grew up about this time is afforded by the evidence given before the Parliamentary Committee on Agricultural Customs in 1848. One witness states that customs relating to the compensation of the outgoing tenant became general in Leicestershire soon after 1826; and an opinion was expressed by some of the witnesses that twenty years' practice was sufficient to establish an agricultural custom. With the progress of farming even in the first half of this century, new customs sprang up, conferring a right on an outgoing tenant to be reimbursed expenses incurred in cultivation beyond those of ordinary husbandry. Thus the outgoing tenant in some places had, before 1848, acquired a customary right to compensation in respect of food purchased for his cattle; for certain kinds of artificial manure, and for draining and marling land. And after 1848 this process of addition to existing agricultural customs went on with increased rapidity. Nothing, in fact, is more curious than the contrast between the slowly changing express provisions of leases and the rapidly changing implied provisions dependent on custom. No better proof of these changes can be afforded than a comparison of the customs set forth in the report of the Parliamentary Committee in 1848 with those mentioned in the reports published by the Central Chamber of Agriculture in 1875. In the course of little more than a quarter of a century a new set of customs had become firmly established in many counties. For instance, in Lincolnshire, in 1848, no allowances were given for guano or other highly concentrated manures, which in 1875 were universally allowed for in that county. Compensation for draining was then only partially introduced, though it is now a general custom in Lincolnshire. In Staffordshire, in 1848, there was no allowance for purchased oilcake, feeding stuffs, and artificial manure, or for marling, boning, liming, planting quickset hedges, or draining, all which are now subjects of compensation in, at any rate, the southern division of that county. In parts of Cambridgeshire, South Wiltshire, and Gloucestershire allowance for artificial manures is new since 1848. The

list might be largely extended, but the instances we have given will show the rapidity with which an agricultural custom may be established. The custom is in reality, as Lord Ellenborough said, nothing more than the expression of the approved and prevalent habit of husbandry in a particular district, and as these habits change from time to time with improvements in farming, so the custom varies. As might be expected, the result is that the customary law as to cultivation and allowances on quitting presents a curious medley of provisions, resting on no general or uniform principle. For instance, a tenant quitting his farm in one district can claim an allowance for guano when applied to corn crops, while in another district he is only entitled to allowance for guano when applied to root or green crops, and many similar cases are given in the reports last mentioned.

We propose in a future article to consider the influence of the growth of agricultural customs on the form of the farm lease.

CAN THERE BE A CONTRACT OF THE EXISTENCE OF WHICH ONE OF THE SUPPOSED CONTRACTING PARTIES NEITHER KNOWS NOR IS BOUND TO KNOW?

II.

WE resume the discussion of the case of *The Household Fire Insurance Company v. Grant* (27 W. R. 858, L. R. 4 Ex. D. 216), on which we made some observations last week.

It was held by the majority of the court in that case that they were concluded by authority. We wish to make a few remarks on the authorities. The great authority relied upon was the case of *Dunlop v. Higgins* (1 H. L. 381). Before discussing that case we should wish to deal with some of the authorities upon which the judgment professes to be based. We have already incidentally given reasons why the authorities on notice of dishonour of a negotiable instrument are not really *in pari materia*. The case of *Adams v. Lindsell* (1 B. & A. 681) was relied on. When that case comes to be looked at, it is clearly a right decision, but it turns on grounds which make it no authority on the subject we are discussing. The offer there was misdirected, and consequently the answer accepting the offer did not arrive until two days after the offer was sent. The defendant not receiving an answer so soon as he expected, sold the goods elsewhere. It seems to us clear that a party who has sent an offer, though he may withdraw it before there has been *aggregatio mentium*, cannot treat it as withdrawn without intimation to the person to whom it is sent until the time within which it ought to be accepted has passed. It was, in *Adams v. Lindsell*, the offeror's own fault that the offer reached the party to whom it was sent later than he expected, and therefore the answer was delayed. Unless he retracts the offer the offeror must be considered as continually making it for a reasonable time—i.e., if the answer accepting arrives in reasonable time the offer must be considered as continued up to that time. What is a reasonable time would depend on the circumstances. Even if a letter went astray through the *laches* of the offeror, it would not be reasonable, if it was delivered six months afterwards, for the offeree to treat it as a subsisting offer, but if a slight delay occurred through the *laches* of the offeror or any person for whom he was responsible, then it might be reasonable that the offeree should treat it as a subsisting offer. The *dicta* of the Queen's Bench in *Adams v. Lindsell*, on which such reliance has been placed, seem to be directed only to meeting the argument that because there could be no agreement binding on the offeror until he received an answer to his offer, therefore he might act as if no offer had been made, and, without any withdrawal of the offer, sell the wool to a third party.

There may be a reasonable time during which the offeror is bound to wait for an answer, otherwise transactions by letter never could take place. If the answer comes in such time he is bound by the contract. That, surely, is an entirely different thing from saying that if by no fault of his no answer can reach him, he is bound. By making the offer and leaving it unwithdrawn he has laid himself open to a contingent liability in the event of the other party accepting during a reasonable period for the acceptance of such offer. If, during such period, the offer not being withdrawn, the other party accepts it, the offeror will be bound on receipt of the answer accepting the offer.

Some of the expressions in *Adams v. Lindsell* may seem to point to the contract being complete before the arrival of the answer, but it is obvious that the court was not dealing with such niceties as prove to arise in the subsequent cases. All they appear to mean is that the acceptance by the person to whom the offer was made bound the offeror in the sense that he could not then withdraw the offer. We do not believe there is anything in the judgment (which, it should be noticed, is merely a summary or "*per curiam*") which amounts to saying that the contract, so far as it was to bind the offeror, was complete when the letter was posted. On the points that may arise with regard to the right to withdraw the offer, we shall say a few words farther on.

With regard to *Dunlop v. Higgins*, there, again, it was a question of delay in the receipt of the answer. There the answer, though posted in due time, did not arrive in the ordinary course of post through delays in the post. It seems to us that the judgment rather goes on the assumption that there was a trade usage that if a letter were duly posted the same day that was all that was required of the party to whom the offer was made. What does this, when analyzed, come to but that, in estimating the reasonable time within which the acceptor has to accept, and notify his acceptance of, the contract, it is to be considered that he does so in reasonable time if he posts the letter on the same day, whatever delays may take place in the post? We admit that the case goes very near to establishing the proposition that the post-office is the agent of the offeror, but when strictly looked at, we think it falls short of quite laying this down, even as an *obiter dictum*. The proposition being that the acceptor is to communicate his acceptance within a reasonable time, the judgment answers that such time as the post may take to deliver the answer posted on the same day is a reasonable time. This is obviously quite a different thing from saying that if no communication of acceptance is ever in fact made at all, the offeror is bound.

Another case which was relied on as an authority in the case we are discussing is *Harris' case* (20 W. R. 690, L. R. 7 Ch. 587). Here, again, the answer was received allotting the shares, but while it was on the way the applicant had written a letter declining to take shares. This, again, does not seem to us to be an authority for the decision in the case now under discussion. Mellish, L.J., in giving judgment, certainly used expressions tending to show that the contract was complete on the posting of the letter of acceptance, and gives various illustrations of the difficulties there would be if it was not so. But we think that all these suggested difficulties really are consequences that would arise from holding that the offeror can withdraw the offer in the interval between the posting of the letter and its receipt by him. We think he cannot so withdraw it, but that does not seem to us to necessitate holding that there is a complete contract on its posting.

If we are right in this, a merchant can, in general, safely act on the offer when he has accepted it, because the post generally, in fact almost always, goes right. The decision in *Dunlop v. Higgins* makes him the more secure in this respect. But to say that business must come to a standstill because in very exceptional cases the letter may miscarry altogether seems to us going too

far. It is sufficient protection that directly the letter is posted the offeror cannot withdraw. We do not believe the contract is complete until the letter is received by the offeror, but the process of completion may be going on without his power to stop it. To put it in another way, it seems to us that "acceptance of the offer" for this purpose consists of a process involving two elements—the assent in one party's mind, and the communication of it to the other party. As soon as the process begins the right to withdraw the offer ceases, for the process must be regarded in law as, for this purpose, indivisible. This is obvious justice. There can be no difficulty, as far as we see, in saying that if the process is completed the contract must be considered to exist from its commencement; that is quite different from saying that commencement is equivalent to completion.

But then the difficulty is raised that the rights of the parties are in effect fixed at the date of the acceptance, and not of the communication of it; and it is asked, Can a contract have a relation back, as in the case of relation to an act of bankruptcy? We do not think men should be frightened by vague phrases. It is really no question of relation back in the same sense as in bankruptcy. The contract may not arise until the communication of the acceptance, in the sense of a binding legal obligation, but the agreement as to what the rights of the parties are to be may be antecedent. The sort of case suggested is, for instance, if the company made calls while the letter of allotment was on its way. It would only be in extraordinary cases that such a thing could occur; but we should say that the reasonable construction would be that the contract, when it became of legal obligation, was that the party should be a shareholder as from a certain date. No cause of action on the contract can arise until the legal obligation is complete; but why is there anything absurd in the supposition that parties may contract as from a period antecedent to the arising of the legal obligation? If you will allot me shares, and so entitle me to the profits of the company as from the date of allotment, I will share its liabilities from that date. Why, because the contract to this effect does not arise until a date after the allotment, is there any relation back such as in bankruptcy? The suggestion lurking in the comparison to bankruptcy is that people's vested rights may be overridden by *ex post facto* matters; but there is no analogy between the two things.

It seems to us, summing up the whole case, that the question is, of two innocent parties, one of whom must suffer loss or inconvenience, which is to suffer? We think the one who trusted the post-office. And who trusted the post office? We should say, plainly, the sender of the letter.

SOLICITORS' CASES OF THE YEAR.

III.

Whiteman v. Hawkins (27 W. R. 262, L. R. 4 C. P. D. 13) is an important decision as to what constitutes negligence on the part of a solicitor. The plaintiff had advanced £4,600 on mortgage, and agreed to advance a further sum of £400 to the same mortgagor, on a small piece of land being added to the former security. The advance was made, the mortgage deed being prepared by the defendant, who acted as solicitor for both parties. The defendant omitted to get from the mortgagor the deeds of the additional piece of land, and a year afterwards, upon the plaintiff's instructions, he called in the mortgage, and put up the property for sale. It was then discovered that the mortgagor had previously deposited the title deeds of the land in question with another person as security for an advance of £46, and the plaintiff had to pay this sum in order to get possession of the deeds. The judge of the Thrapston County Court gave judgment for the defendant, on the ground that he had not been guilty of any gross negligence, but the Common

Pleas Division, on appeal by way of motion, entered judgment for the plaintiff for £46. Denman, J., said that, as against a solicitor, it was not necessary to establish gross negligence as distinguished from a want of due care and attention to his business, and Lindley, J., added "it was manifestly the duty of the defendant to see that this piece of land was unincumbered, and to get the title deeds." It had been argued that the plaintiff could, in any view, recover only nominal damages, but it was held that, in the absence of evidence in reduction, the measure of damages was the sum of £46.

The Irish case of *Parker v. Dickie* (4 L. R. Ir. 244) also involved the question of the amount of damages payable by a solicitor. The plaintiff had employed a solicitor, to whom the defendant was executrix, to raise a sum of money on mortgage. The plaintiff went to New Zealand in May, 1876, having received a part of the money, but the balance was not remitted before his return to Ireland in August, 1877. There was no allegation of special damage. The balance due, with interest at five per cent., was paid before action, and the defendant paid into court a sum representing the difference between interest at five per cent. and interest at ten per cent., the latter rate representing the value of money in New Zealand when the plaintiff was there. The Irish Common Pleas Division held that the plaintiff was entitled to no damages beyond the amount paid into court. Mr. Justice Lawson observed, "I think it would be very dangerous in actions against an agent or solicitor, or other accounting party, for not paying over his balance, to leave it open to the jury to mulct the defendant according to their notions of the amount of punishment he deserved"; and he also quoted the rule laid down by Pollock, C.B., in *Hamlin v. Great Northern Railway Company* (5 W. R. 76, 1 H. & N. 411), that "in actions for breaches of contract the damages must be such as are capable of being appreciated or estimated."

Disputes as to the payment of the costs of shorthand notes of evidence have frequently arisen upon taxation, and as a general rule they will not be allowed. In *Ashworth v. Outram* (27 W. R. 98, L. R. 9 Ch. D. 483), before the hearing of a summons, the solicitors on both sides agreed that a shorthand writer should be employed at the joint expense of the parties to take notes of the proceedings and evidence. An order was made in favour of the defendant, and the plaintiff's appeal against that order was dismissed with costs. The taxing master disallowed the costs of all the copies of the shorthand notes, except the notes of the Vice-Chancellor's judgment. Vice-Chancellor Malins held that the costs of all the shorthand notes ought to have been allowed as costs in the cause, but the Court of Appeal held that the taxing master had no power to allow the items without the special direction of the court, and that the agreement between the solicitors made no difference, since (in the words of Lord Justice James) "it was a mere agreement for saving expense, and leaves the case on the same footing as if each party had employed his own shorthand writer." In *re Duchess of Westminster Silver Lead Ore Company* (27 W. R. 539, L. R. 10 Ch. D. 307) is to the same effect, the Court of Appeal holding that on an appeal the costs of the shorthand notes of the evidence in the court below ought not to be allowed as a matter of course, but that a case for allowing them must be made out. In *Wells v. Mitcham Gas Company* (27 W. R. 112, L. R. 4 Ex. D. 1) the question was as to costs of brief copies for the use of counsel of the transcript of the daily proceedings at an arbitration, and the Exchequer Division held, on the authority of *Crookes v. Easton* (4 W. R. 462, 1 H. & N. 14), that these costs could not be allowed in the absence of an agreement between the parties, or an order of the court or a judge.

Two cases during the past year involved questions as to the amount of counsel's fees. In *Harrison v. Wearing* (27 W. R. 526, L. R. 11 Ch. D. 206) the Master of the Rolls decided that when the trial of an action with witnesses in the Chancery Division lasts more than one

entire day, refreshers to counsel for the second and following days may be allowed upon taxation; and he dissented from the rule stated by Malins, V.C., in *Smith v. Buller* (25 W. R. 332, L. R. 19 Eq. 473), that the allowance of refreshers depends upon the time occupied by the trial and not upon the mode of taking the evidence. *Hargreaves v. Scott* (27 W. R. 323, L. R. 4 C. P. D. 21) was a municipal election petition, and the Common Pleas Division held that the master had a discretionary power as to reducing the amount of counsel's fees to be allowed, which discretion would not be interfered with unless it should appear that it had been exercised unreasonably.

Cases of the Week.

BREACH OF INJUNCTION—COMMITMENT FOR CONTEMPT—NOTICE BY TELEGRAM—LIABILITY OF SHERIFF'S OFFICER.—In a case of *Ex parte Langley*, before the Court of Appeal on the 12th inst., the question was raised whether notice by telegram of an injunction, granted by the Court of Bankruptcy to restrain a sale, was sufficient to render persons, who, after receiving the notice, committed a breach of the injunction, liable to be committed for a contempt of court. The Chief Judge had made an order for the committal of a sheriff's officer and an auctioneer, the latter having sold the goods of an execution debtor, who had filed a liquidation petition, after a telegram had been shown to him, purporting to be sent by some London solicitors, and addressed to the sheriff's officer in possession, which stated that an injunction restraining the sale (which was taking place in the country) had been granted by the London Court of Bankruptcy. The sheriff's officer was not present when the telegram was received, he having gone away on other business, but he had left a deputy in possession. Upon receipt of the telegram the deputy telegraphed to the officer for instructions, telling him that a telegram had been received to stop the sale, but saying nothing about an order of the Court of Bankruptcy. The officer replied by telegram, that if the debtor had filed a petition or the debt was paid, the sale was to be stopped, otherwise it was to proceed. The sale was then continued. It appeared from the evidence that there had been some previous attempts by the debtor to stop the sale, and that he had promised to come and pay the execution debt, and the auctioneer swore positively that he believed the telegram to the sheriff's officer was a mere ruse of the debtor, and had no suspicion that any proceedings had been taken in the Court of Bankruptcy, or that any order had been made by it. The Court of Appeal (JAMES and THESIGER, L.J.J.) held that there was no ground for the application as against the sheriff's officer, he having had no actual notice of the injunction. He could not be held in such a way responsible for the act of his subordinate. And, as to the auctioneer, the court said that, though no doubt there were circumstances of suspicion against him, they could not, after his positive affidavit, order him to be committed, the evidence showing that that which had taken place might not unreasonably have led him to form the conclusion which he swore that he did form. The court ordered that the sheriff's officer should have his costs in both courts, but that the auctioneer should bear his own costs. JAMES, L.J., was very far from saying that sufficient notice of an injunction could not in any circumstances be given by telegram, and THESIGER, L.J., said that he did not dissent from the proposition laid down by the Chief Judge in *In re Bryant* (25 W. R. 230, L. R. 4 Ch. D. 98, 21 SOLICITORS' JOURNAL, 29), that under certain circumstances a notice of an injunction given by telegram might be sufficient to render a person who disregarded it liable to be committed for contempt. But, in each case, the question would be, whether the notice given was such that it could be reasonably inferred that the person who received it had had actual notice of the injunction. And the onus of proof must be on those who asserted that there had been such a notice. If the sheriff's officer had received the notice of the restraining order which purported to come from some solicitors in London, he ought to have telegraphed either to the sheriff's London

agents or to the Court of Bankruptcy to inquire whether the order had really been made, but it would be the height of injustice to hold him criminally responsible for the omission of his subordinate to do this. JAMES, L.J., added that he thought the proper course for a solicitor who had obtained such an injunction would be to telegraph the order to some solicitor as his agent, at the place in the country, asking him to give notice of it to the persons affected. There would then be the responsibility of an officer of the court.

PRACTICE—APPEAL—SECURITY FOR COSTS—INSOLVENCY OF DEFENDANT—PLAINTIFF A FOREIGN CORPORATION—ORD. 58, R. 15.—In a case of *Jewett v. McHenry*, before the Court of Appeal, on the 12th inst., the plaintiffs applied for an order that the defendant might give security for the costs of his appeal, on the ground that, since the judgment in the court below, he had filed a liquidation petition. The plaintiffs were an American railway company and their officer, the company having no property in England. The judgment had ordered them to deliver some shares to the defendant, and it was argued on his behalf that there were no means of enforcing this part of the judgment against the plaintiffs, and that it would be reasonable, if the defendant was called upon to give security, that the plaintiff also should give security for the costs of the appeal. The COURT (JAMES and THESIGER, L.J.J.) acceded to this view, and said that, as a condition of the defendants giving security for the costs, the plaintiffs must give security to the same amount.

EVIDENCE ON APPEAL—SHORTHAND NOTES OF EVIDENCE—JUDGE'S NOTES—ORD. 58, R. 15—**APPEAL—ABATEMENT—BANKRUPTCY OF APPELLANT—INJUNCTION.**—In a case of *Dence v. Mason*, application was made *ex parte* to the Court of Appeal, on the 13th inst., to postpone the hearing of the defendant's appeal, which was in the paper for the following day. The defendant's counsel stated that the defendant was a poor man, and had been unable to afford to have shorthand notes taken of the oral evidence before the Vice-Chancellor. Shorthand notes had been taken on behalf of the plaintiffs. Application had been made to the Vice-Chancellor's clerk for a copy of his lordship's notes, to which the reply given was that, as shorthand notes had been taken, the judges of the Court of Appeal would make use of them, and no copy need be furnished. The defendant's solicitor had written to the plaintiffs' solicitor asking for the loan of a copy of the notes taken for the plaintiffs. The only answer as yet received to this letter was that the clerk who had charge of the case was away. If the defendant's appeal had to be opened without any notes of the evidence he would be placed at a great disadvantage. The court (JAMES, BAGGALLAY, and THESIGER, L.J.J.) declined to grant the application *ex parte*. THESIGER, L.J., said that the practice in the common law divisions is this, that the judge who has tried the action always, as a matter of course, furnishes a copy of his notes of the evidence to the judges of the Court of Appeal on their application for them. If the parties desired to have the notes brought before the Court of Appeal they applied to that court, one of the judges of which then applied to the judge who took the notes. But copies of the notes were never furnished to the parties. When the appeal came on for hearing on the 15th inst., the matter was again mentioned, and it was stated that it is the practice in the Chancery Division to supply copies of the judge's notes to the parties. BAGGALLAY, L.J., said it would be very unfortunate that, if one party by reason of his poverty could not take shorthand notes of the evidence, he should be deprived of the benefit of the judge's notes, because his opponent had taken shorthand notes. His lordship added that before a copy of a judge's notes of evidence could be properly used it must be stamped. This, he said, was a matter not unfrequently neglected in practice. Ultimately, the court sent a request in writing to the Vice-Chancellor for a copy of his notes. When the appeal was opened it appeared that, after the date of the judgment appealed from, the appellant had become a bankrupt, and the question was raised whether under such circumstances he had any right to appeal. His trustee had not been made a party to the proceedings. The judgment appealed from had granted a perpetual injunction against the defendant, restraining him from using the trade name of the plaintiffs, and had ordered him to pay the costs of the action. After some

discussion the court (JAMES, BAGGALLAY, and THESIGER, L.J.J.) held that, notwithstanding the bankruptcy, the defendant was entitled to appeal from the judgment, inasmuch as the injunction imposed a personal liability upon him. Notwithstanding that he had no interest in the order as to costs, for that affected his estate, which was now vested in the trustee.

WILL—CONDITION PRECEDENT—TIME FOR VALUATION—ENLARGING TIME.—In a case of *In re Smith*, before the Master of the Rolls on the 14th inst., a motion was made on behalf of a beneficiary entitled under a will that the time for a valuation according to which he was to take a certain business might be enlarged, on the ground that the valuation was extremely long and complicated, and that it was feared the gentleman appointed would not have time to complete it within the time named in the will. JESSEL, M.R., was of opinion that the time named was a condition precedent which he had no power to waive or enlarge. The best advice he could give the beneficiary would be to get the valuation completed as soon as possible.

PRACTICE—WRIT OF NE EXEAT—EQUITABLE DEBT—DEBTORS ACT, 1869, s. 6—JUDICATURE ACTS, 1873 AND 1875.—In a case of *Drover v. Beyer*, before the Master of the Rolls, also on the 14th inst., an application was made *ex parte* for a writ of *ne exeat* under the following circumstances. The action was by a mortgagee of a ship belonging to the defendant claiming payment of his mortgage debt and a charge on certain insurances alleged to have been effected by the defendant on the ship which had been lost. It was alleged that the defendant was about to quit England, and, therefore, that the plaintiff would not be able to obtain payment of his mortgage debt. JESSEL, M.R., refused the application. He said that no doubt under the old practice the Court of Chancery did give relief in respect of equitable debts in cases not coming within the 1 & 2 Vict. c. 110, by which arrest on mesne process was allowed at law. The Debtors Act of 1869, by section 6, limited the right of arrest at law to those cases where the absence of the defendant would materially prejudice the plaintiff in the prosecution of his action. As soon as the Judicature Acts were passed and there was only one jurisdiction, he said it could not be supposed that any practice of the court of equity was to supersede the 6th section of the Debtors Act, because that really would restore the arrest on mesne process in every case where it was not abolished by the 1 & 2 Vict. c. 110, the rules of equity wherever they conflicted being declared to prevail. He therefore considered that to entitle a person at present to the issue of the writ in the Chancery Division he must bring himself within the 6th section of the Debtors Act, and this the present applicant had not been able to do.

WILL—HEIRLOOMS—PROVISION FOR NON-REMOVAL—VALIDITY.—In the case of *Baker v. Seabright*, before the Master of the Rolls on the 17th inst., a question arose whether a provision in a will that certain furniture, plate, and jewels should not be removed from a mansion-house given to a tenant for life, "except in case of urgent necessity, and then only while such necessity should require," was valid and binding on the tenant for life. The mansion-house had been let by the tenant for life, and he had removed to his town house the plate and jewels, and it was now argued that a case of urgent necessity—namely, the letting of the house—had arisen, and that the tenant for life was entitled to retain and use them away from the mansion-house. JESSEL, M.R., was of opinion that the will must be strictly followed, and that no case of urgent necessity had arisen, inasmuch as the necessity had been created by the tenant for life's own act. He did not consider that it would be of any use requiring the articles to be sent back to the mansion-house while it was let, and all he considered that he was required to do on behalf of the infant entitled in remainder was to see that the property was properly secured. What he should require, therefore, would be that the tenant for life should give proper security for the value of the property removed.

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WILL—POWER IN GROSS—EXERCISE OF POWER BY INFANT.—In the case of *In re D'Angibau, deceased, Andrews v. Andrews*, before the Master of the Rolls on the 18th inst., a question arose whether a married woman, an infant, could exercise a power of appointment in favour of her husband. By a marriage settlement a life interest in certain personal property was given to a wife for life, with remainder to her husband for life, determinable on bankruptcy, with usual remainders to children, with remainder, in default of issue as the wife should appoint, with remainder if the husband should survive, in trust for the wife's next of kin, as if she had died a widow. At the date of the settlement the wife was a minor, and was so described in the settlement itself. While still a minor and there being no issue of the marriage she executed the power in favour of her husband absolutely. She shortly afterwards died a minor, and her husband after her death became bankrupt. At the time of his wife's death her next of kin were her mother and her brother. This action had been commenced by the trustees in bankruptcy of the husband against the trustees of the will and the settlement, and the wife's next of kin, asking a declaration that the trustee in bankruptcy of the husband was entitled to payment of the whole fund. One of the next of kin of the wife demurred to the relief claimed, on the ground that the plaintiff had no title, as the wife could not exercise the power while yet an infant. **JESSEL, M.R.**, was of opinion that the power had been well exercised. He said that it had been decided that an infant could exercise a power merely collateral, and as to those powers which were given to a person who had an interest, but whose interest could not be affected by the exercise of the power, he was also of opinion that they could be exercised by an infant. As to such powers in the case of real estate he had himself decided in *Re Cardross's Settlement* (L. R. 7 Ch. D. 728), that it depended on the question of intention as appearing in the instrument whether they were to be exercised by the infant or not. In the present case he was of opinion, if it had been necessary to consider the question, that there was an intention shown that the infant should exercise the power. She was named a party as an infant, and he could see no reason why she should not exercise the power during minority. He should overrule the demurrer and make the costs costs in the action.

PRACTICE—AMENDMENT OF PLEADINGS—RULES OF COURT, 1875, ORD. 27, RR. 1, 6—NEW CAUSE OF ACTION—COSTS ALREADY INCURRED.—In a case of *Blackmore v. Edwards*, before Hall, V.C., on the 13th inst., the plaintiff having brought an action for the specific performance of a building agreement, a statement of defence to his claim was put in. The plaintiff then, without having amended his writ of summons, obtained an unconditional order at chambers, in the presence of the defendant, for leave to amend his statement of claim generally, under ord. 27, rr. 1, 6. By his amended statement he claimed no longer specific performance, but a lien for damages upon certain buildings then erected and completed by the defendant himself upon the land which was the subject of the alleged contract, thereby, as the defendant alleged, instituting an entirely fresh action. The defendant now applied to the court, by motion, that, under the circumstances, the plaintiff might be ordered to pay him all his costs of the action hitherto incurred, and that, until payment, all proceedings might be stayed. **HALL, V.C.**, observing that the claim had been so totally altered on amendment that it might as well have been for damages for breach of a promise to marry, made the order against the plaintiff as asked, with the costs of the motion.

STAYING PROCEEDINGS PENDING APPEAL—PROPER COURT TO APPLY TO—ORD. 53, RR. 16, 17—ORD. 51, R. 1A.—In a case of *Orr Ewing v. Johnston*, application was made to Fry, J., on the 12th inst., for a stay of proceedings under the judgment at the trial, pending an appeal. The action was set down before Hall, V.C., and was afterwards transferred by an order of the Lord Chancellor to Fry, J., for trial, and was tried by him, when he gave judgment for the plaintiffs. Upon the hearing of the application to stay proceedings, the question was raised whether it ought not to have been made to Hall, V.C. **Fry, J.**, said that under rule 1a (June 19, 1877) of order 51 he had power to direct that proceedings subsequent to the trial should be taken before himself, and he made an order that the application should be made to him, and then disposed of it.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—REASONABLENESS OF NOTICE TO MAKE TIME OF ESSENCE OF CONTRACT.—In a case of *Crawford v. Toogood*, before Fry, J., on the 14th inst., the question was whether a notice, given by a vendor of real estate to the purchaser subsequently to the contract for sale, to complete the purchase within a specified time, and that in this respect time should be of the essence of the contract, was a reasonable notice. The abstract of title was sent by the vendor's solicitor to the purchaser's solicitor on the 17th of June, with a letter requesting an acknowledgment of its receipt. No reply was sent to this letter or to several similar ones subsequently sent, two of which said that, in default of a prompt reply, it would be inferred that the plaintiff did not intend to complete the purchase. On the 17th of September a letter was written to the purchaser himself, telling him of the prior letters to his solicitor, to which he replied that he would at once communicate with his solicitor. No further communication having been received from the purchaser or his solicitor, the vendor gave the purchaser the notice in question, that, unless he completed the purchase on or before the 31st of October, the vendor would treat the contract as at an end. To this the purchaser replied on the 26th of September, saying that he had seen his solicitor, who had promised to proceed as soon as possible. On the 1st of November, no further communication having been received from the purchaser or his solicitor, the vendor's solicitor wrote to the purchaser that the vendor, in pursuance of his notice, declared the contract at an end. The purchaser then brought the action for specific performance of the contract. **Fry, J.**, held the notice invalid. He said that the reasonableness of the notice must be determined with reference to the time when it was given. And looking at what then remained to be done to complete the purchase—viz., requisitions on the title, replies, and possibly rejoinders, preparation of the draft and execution of the conveyance, and especially having regard to the time of the year (the Long Vacation)—his lordship thought that the time fixed for the completion of the purchase was unreasonably short. Specific performance was accordingly decreed, with an inquiry as to title, and the defendant was ordered to pay the costs of the action up to and including the trial.

PRACTICE—ORDER 55—DEPRIVING SUCCESSFUL PLAINTIFF OF HIS COSTS.—*Collins v. Welch*, which was before the Common Pleas Division on the 11th inst., was an action brought by the plaintiff, a diamond setter, against a cab owner for injuries sustained in a collision with the defendant's cab, and for compensation for a ring lost in the collision. The case was tried at the last Summer Assizes at Croydon, before Denman, J., and resulted in a verdict for the plaintiff for £12. When the verdict was given, and after some remarks by Denman, J., as to costs, the plaintiff's counsel made some observations on behalf of plaintiff, pointing out why he should not be deprived of his costs. Defendant's counsel made no "application," but on the jury intimating that their verdict included the value of the ring, Denman, J., refused the plaintiff his costs. Counsel for the plaintiff now moved to set aside the order of Denman, J., as to costs, and argued that *Turner v. Heyland* (48 L. J. C. P. 535) had been overruled by *Myers v. Defries* (27 W. R. 791) and *Harris v. Petherick*, in which, he contended, it was decided that a judge had not the power to deprive a successful plaintiff of his costs unless "upon application made at the trial" by the defendant's counsel. Held, by GROVE and LOPES, JJ., that *Turner v. Heyland* was distinguishable from *Myers v. Defries* and *Harris v. Petherick*, and that an application by counsel at the trial was not a condition precedent to the judge at the trial disallowing costs.

HIGHWAYS AND LOCOMOTIVES (AMENDMENT) ACT (41 & 42 VICT. C. 77), S. 23—EXTRAORDINARY EXPENSES—EXCESSIVE WEIGHT—EXTRAORDINARY TRAFFIC.—The case of *Lord Aveland (Appellant), Lucas (Respondent)*, the first under the above Act, came before the Common Pleas Division on the 18th inst. on appeal from a decision of the justices of Oakham, and raised a question as to the construction of the 23rd section of the Act. It appeared that Lord Aveland owned real estate in the parishes of Edith Weston, North Suffenham, and Normanton, and, for the purposes of building and repairing operations in which he was engaged, required

a considerable quantity of timber, tiles, granite, &c. Prior to the 30th of July, 1877, the building materials were conveyed to the estate from the North Suffenham Railway Station, in carts drawn by horses, but, on the 31st of July, 1877, the appellant used two traction engines, each drawing two wagons, for the transport of the building materials. The respondent, the surveyor of highways for the parish of Edith Weston, sent a certificate to the highway authorities, in which he certified that the use of the traction engines and wagons (an engine and two wagons fully laden were stated to weigh twenty-four tons) injured the road and caused damage to a certain part of it to the extent of £40. To recover this sum, proceedings were taken by the surveyor against Lord Aveland before the Oakham Justices under 41 & 42 Vict. c. 77, s. 23. The appellant contended (1) that the weight of his engines and wagons being less than that allowed by law could not be excessive within the meaning of the 23rd section of the above Act; (2) that the traffic was not extraordinary, because it was only in proportion to the extent of his estate, and to the repairs being carried out thereon; (3) that, if he was liable to pay anything, there was no evidence to show what proportion of the whole cost of repairing the road was to be attributed to the use of the traction engines. The justices were of opinion that the weight had been excessive, the traffic extraordinary, and that £40 was the amount of the extraordinary expenses incurred in consequence of such traffic. From their decision Lord Aveland now appealed. GROVE and LINDLEY, J.J., held that the question whether weight was excessive and traffic extraordinary was to be considered in relation to the road over which it passed, and, in the present case, they agreed with the justices that the traffic was extraordinary and excessive. It did not appear how the justices arrived at the conclusion that £40 was a just proportion for the appellant to pay. They seemed to have been guided entirely by the cost of repairs in other parishes, and to have taken the difference as the sum to be paid by the appellant. The Act did not contemplate the average of repairs in other parishes being the sole test of what a person should pay. Judgment would, therefore, be for the respondent, subject to the question of what sum was to be paid by the appellant, which part of the case must be remitted to the justices.

Societies.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday the 6th November, the following being present, viz., Mr. Desborough, chairman, and Messrs. Tylee, Burt, Collison, Drew, Hedger, Parkin, Sidney Smith, Steward, and A. B. Carpenter, secretary, it was resolved that the treasurers be authorized to accept, in lieu of the capital of the association (£5,470) in the East Indian Railway Company, the offer of the Government No. 3 Option. One new member was elected, and the ordinary general business was transacted.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

The following are extracts from the report of the committee, presented to the fifty-second annual meeting of the society.

THE COURT OF CHANCERY OF THE COUNTY PALATINE OF LANCASTER.

In the month of November last the committee memorialized the Chancellor of the Duchy of Lancaster, and also put themselves in communication with the Vice-Chancellor of the Duchy and the registrar for the Liverpool district for the purpose of procuring the appointment of a deputy-registrar to assist the district registrar in the performance of his duties. Power to appoint such a deputy is given by the 33rd clause of the County Palatine of Lancaster Act of 1850, and also by order 11 of the Regulations of 1863.

It was alleged by the committee that the absence of the district registrar from the office during his holidays, or when prevented from attending to his duties by illness, was productive of the greatest inconvenience to suitors and practitioners in the court; and further that the work of the

court had increased so largely that it was impossible for the present staff efficiently to cope with it.

The Vice-Chancellor, to whom the memorial had been referred by the chancellor, requested the committee to state specific instances of delay or inconvenience which had occurred, on receipt of which he would proceed to consider the committee's request.

The committee made an attempt to obtain from members of the society practising in the court evidence in support of the complaints which had been made, but in consequence of the not unnatural disinclination and hesitation which was felt by them to comply with the request of the committee, the latter have been unable up to the present time to submit to the Vice-Chancellor the data he has asked for.

The committee think it right to add that the grievance of which they complained in their memorial has not abated.

COURT OF PASSAGE.

The committee have to draw the attention of members to the project of extending the jurisdiction of this court over the Hundred of West Derby; the proposal has been already submitted to and approved of by the committee, and it is expected will shortly be in force.

The attention of the committee has been drawn to the practice which unfortunately obtains among some solicitors of procuring an order for serving a writ of summons upon a defendant, who carries on business within, but resides without, the jurisdiction, at his residence, a proceeding which necessarily increases the expense of the actions by the amount of the costs of such order.

A representation on the subject was made to the deputy-registrar of the court, suggesting to him that in such cases he should require, before granting an order for service out of the jurisdiction, evidence of an attempt at service at the defendant's place of business.

CLERKSHIP OF THE PEACE (COUNTY).

It will doubtless be within the recollection of the members of the society that in the year 1871 the society, with the valuable assistance of Mr. Wm. Rathbone, M.P., and the Manchester Incorporated Law Association, promoted an Act of Parliament for regulating the office of clerk of the peace for the county, which, previously to that Act, had been a sinecure office, the duties of which were performed by deputy.

The 2nd section of the Act requires the appointment by the Chancellor of the Duchy of three "able and sufficient persons," the one to be clerk of the peace, and the other two to be deputy clerks of the peace for the county.

The 3rd section provides for the payment of the fees receivable by the clerk of the peace to the county treasurer in aid of the county rate, and for payment out of the county rate to the clerk and deputies respectively of such salaries as the justices of the county in sessions may, with the approval of the Chancellor, determine.

The 5th section enacts that subject to any rules that may be made all matters to be done to or by the clerk of the peace may be done to or by the deputy clerks.

By the 6th section it is left to the justices of the county in sessions to make rules subject to approval by the Chancellor of the Duchy.

1. For distributing the business of the clerk of the peace amongst such clerks and the deputy clerks.

2. For fixing the places in which such clerk or deputy clerks are to live.

3. For regulating any other matters whether similar or not to those particularized in that section which may be necessary or expedient for giving effect to the provisions of the Act.

The principal Act is amended by a local Act of the year 1876 (39 Vict. c. iv.), which transfers the power of appointing the deputy clerks of the peace from the Chancellor of the Duchy to the clerk of the peace subject to the approval of the Chancellor, and provides that the clerk of the peace shall out of the salary to be paid to him under the principal Act, pay the salaries and expenses of the deputies, but except that it provides that the deputies shall be solicitors of seven years' standing, it in other respects leaves the principal Act unaltered.

This latter Act was promoted by the justices of Lancashire, and was strongly opposed by this society as will be seen by referring to the report for the year 1876-77. Both Acts came into operation upon the death, on the 4th of March

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last, of Mr. R. J. Harper, the late clerk of the peace, and on the 18th of the same month Mr. F. C. Hulton was, upon the recommendation of the lord-lieutenant, appointed clerk of the peace by the Chancellor of the Duchy.

Previously to recommending the appointment of Mr. Hulton, the lord-lieutenant, in accordance with a promise made to the president of the society in 1876, communicated with Mr. Hulton upon the subject of the appointment of the deputy clerks of the peace, and the rules to be made under the Acts of Parliament, and procured from Mr. Hulton a statement upon the subject which his lordship considered satisfactory.

At the annual session of the peace, held upon the 3rd of April last, the justices appointed a committee to consider the provisions of the Acts with regard to the salary to be paid to the clerk of the peace, and the rules to be made under the Acts. No communication was made by that committee to the committee of this society, but the Chancellor of the Duchy, in consequence it is believed of the statements made by this society and the Manchester Incorporated Law Association in 1873, intimated to the committee of the justices that he would not approve of any rules which did not provide for the residence of one deputy clerk in the Salford Hundred, and the other in the West Derby Hundred.

The committee of justices had an interview with the Chancellor in London on the 13th of June last, from their report of which it appears that in the opinion of the committee "it was not advisable, even if it were possible, to distribute or to attempt to distribute, the business of the office between the clerk and the deputy clerks of the peace, and that, in the general interests of the public, and having due regard to an efficient performance of the duties of the office, it was essential that the clerk of the peace should be held alone responsible, and that the deputy clerks should be under his immediate control and acting in the same office. It was further pointed out that from the peculiar circumstances of this county, and so long as it remained undivided, it was necessary that the business of the office should be performed at Preston, where the other county offices are situated, and where the court of annual session, at which the county financial business is transacted, is by law held."

"That if the deputy clerks were required to reside elsewhere, it would in effect be creating two almost sinecure offices, because the business they would have or could by possibility have to perform, would be of infinitesimal amount, while the clerk of the peace at Preston, unaided by his deputies, would have virtually to perform the whole work himself. Upon these grounds the committee urged that it was undesirable and unnecessary to make any rules with reference to the various subjects mentioned in the 6th section of the Act, while it was further pointed out that the power to make such rules was permissive and not compulsory."

The Chancellor upon the following day communicated with the president of this society upon the subject, asking whether the society had any observations or additions for his consideration.

In reply it was submitted to the Chancellor on the 21st of June, that the object of the Act of 1871 was to effect a territorial division, so far as the duties of clerk of the peace are concerned, of the county of Lancaster, which had become too populous to allow of those duties being satisfactorily performed by a single officer, and particularly by an officer located so far from the chief centres of business in the county as Preston.

The rules to be made under sub-section 1 of section 6 should therefore, it was submitted, be rules dividing and distributing the duties of the clerk of the peace, so far as they were of a local character and did not affect the whole county, between the clerk of the peace and the two deputies, each taking one territorial division of the county. The most proper territorial divisions to be made, it was pointed out, were already marked out by the existing divisions of the county for the purpose of quarter sessions; which would point to one of the deputies taking the Salford Division, the other the Kirkdale Division, and the principal clerk of the peace the rest of the county.

It was submitted that the following were the duties which should be assigned to the clerk of the peace and the deputies respectively, each in his own territorial division:—

A. The preparation of indictments arising in the petty sessional districts included in each division, inasmuch as

those would be best prepared in the neighbourhood of the witnesses.

B. The preparation of the jury lists.

C. The preparation and publication of the lists of county voters.

D. The duties connected with the gaols, bridges, lunatic asylums, police and militia of each division.

E. The duties relating to the deposit, receipt, custody, and examination of parliamentary plans of proposed works in each division, and of inclosure awards and other documents of a local character directed to be deposited with clerks of the peace.

F. The working of the orders regulating the cattle trade and of other subjects of Orders in Council in each division.

G. The collection of information on any subjects connected with county administration.

H. Any other duties of the clerk of the peace of a local character.

To the principal clerk of the peace it was considered should be assigned all duties connected with the general finance of the county, and all sessions for financial or general purposes, and the keeping of all records relating thereto.

Under sub-section 2, the rule should, if it were thought necessary, prescribe that the clerk of the peace and the deputies should each live in his own division. This sub-section (it was stated) does not indicate any requirement as to where the offices should be located, which is a more important matter than the place of residence of the officer, but this might be accomplished under sub-section 3, and the offices should of course be required to be in Preston, Manchester, and Liverpool respectively.

The committee stated their belief that, in order to carry out the highly beneficial objects of the Act of 1871, it was obviously necessary to secure proper persons to carry out the duties which were to be assigned to them. It was submitted that the deputy clerks should be solicitors of standing, practising at Manchester and Liverpool respectively, and that the salaries should be in proportion of £1,200 or £1,000 to the clerk of the peace, and £1,000 or £800 to each of the deputies.

The committee of justices having been requested by the Chancellor of Duchy to prepare and submit to him rules in accordance with the Act drew up and submitted for his approval the following rules.

"1. That the clerk of the peace shall with the assistance of the deputy clerks of the peace perform all the duties which are by law required to be performed by a clerk of the peace of the county.

"2. The clerk of the peace shall with the assistance of the deputy clerks act as clerk to the undermentioned standing committees of the county.

Name of Committee.	Place where Committee meets.
"General Purposes	Preston.
"County Constabulary	Preston.
"Militia Storehouse	Preston.
"Reformatory Schools	Preston or Manchester.
"Parliamentary	Preston.
"County Analyst	Preston.
"County Rate	Preston.
"County Highway	Preston.
"Executive Cattle Plague	Preston.
"County Licensing	Lancaster, Preston, Manchester, and Liverpool.

"The clerk of the peace shall also act as clerk to any other committee which may from time to time be appointed by the courts of annual general, or general quarter sessions for the transaction of any special business.

"3. The office of the clerk of the peace shall be at Preston, in the county of Lancaster, and unless prevented by sickness or other unavoidable cause, the clerk of the peace or one of the deputy clerks shall be in daily attendance at the said office.

"4. An office with all necessary accommodation for the due performance of his and their duties, shall be provided for the clerk of the peace and the deputy clerks, in the new county offices, to be erected at Preston, under the provisions of the Lancashire County Justices Act, 1879.

"5. Until the erection and completion of the county offices, the clerk of the peace shall provide and find such temporary accommodation for the performance of the duties of his office, as he may deem expedient and necessary."

The Chancellor apparently took the same view of the matter as your committee, and on the 31st of July the secretary to the Council of the Duchy wrote the chairman of the committee of the justices that "with reference to the rules themselves, they do not appear to the Chancellor to provide for the purposes mentioned in either of the two first sub-sections of the 6th section of the Act,—1.—Distributing the business. 2.—Fixing the places in which the clerk or deputy clerks are to live—purposes which, as the Chancellor understands from your letter, have been advisedly omitted.

"The Chancellor considers that it is not competent for him to approve any rules unless they are made (and he is advised by the Attorney-General of the Duchy that these are not made) in conformity with the Act in question. He regrets that any difference of opinion should arise between himself and any considerable section of the magistrates of the county as to the way in which the Act should be carried out. I am therefore to suggest for the consideration of the magistrates whether in view of that difference it would not be better that a Bill should be brought in at the early part of next session for placing all questions relating to the office of clerk of the peace upon a clear and satisfactory footing, and that in the meantime the framing of rules should be in abeyance, and that in the event of no Act being then passed, rules for all purposes contemplated by the Act should in due course be made and submitted for the approval of the Chancellor."

At the annual sessions of the peace, held at Preston, on the 11th of September last, the committee presented their report in which after setting out the above facts with the exception of the letter from the committee of this society to the Chancellor, they recommended their re-appointment with power to confer with him, and to take such measures as they should deem expedient, to place all questions relating to the office of clerk of the peace on a clear and satisfactory basis. They also recommended that the rules which had been submitted by them to the Chancellor should be adopted by the court pending the result of further conference, and with respect to the salary of the clerk of the peace they recommended that £4,500 should be granted to him, out of which he was to pay the salaries and expenses of the two deputy clerks and of all clerks employed by him, and all other office expenses and disbursements.

They also recommended that, in addition to the above salary, he should receive £800 a year for performing the duties of county solicitor.

This report was adopted by the court.

Nothing further has been done in the matter; but the committee will carefully watch any attempt on the part of the justices to procure any further alteration of the existing Acts.

CIVIL ASSIZE ARRANGEMENTS FOR LANCASHIRE.

It having come to the knowledge of the committee that it was not intended to hold a spring assize for the year 1879, the committee, in concert with the northern provincial law societies, proceeded to urge upon the authorities the necessity for increasing the facilities for the trial of civil causes in Lancashire, Yorkshire, Northumberland, and Durham.

In the meantime the council of the Incorporated Law Society (U.K.), acting upon the resolution of the annual provincial meeting of that society held last year at Manchester, drew the following amendment to the Supreme Court of Judicature Acts Amendment Bill:—

"ASSIZES:—Assizes for the discharge of civil business shall be held in the counties of York and Lancaster not less than four times in each year, and in the counties of Northumberland and Durham not less than three times in each year; and it shall be lawful for her Majesty to issue such commissions and to make such regulations by Order in Council, or otherwise, as may be necessary for giving effect to this section.

This amendment was placed by Mr. G. B. Gregory, M.P., upon the paper of the House of Commons, which was anxiously and constantly watched by your committee, members of which on several occasions attended at Westminster for the purpose of procuring the assistance of members of Parliament. The support of the law societies of the north of England had been promised, and many members of Parliament had pledged themselves to assist when the Bill was discussed in committee.

A memorial reviewing the whole question and forcibly

reiterating the contentions of the committee in favour of additional civil assizes was extensively signed by the members of the society, and sent to the Lord Chancellor; copies were also forwarded to all the law societies in Lancashire, Yorkshire, Northumberland, and Durham, and to the leading solicitors in towns where there was no law society, with a request that similar memorials should be presented by them to the Lord Chancellor. An influential deputation from this and other societies waited upon the Home Secretary and the Attorney-General, urging upon them the views of the joint societies on this most important subject.

Owing to pressure of business in the House of Commons the amendment was never discussed, the Bill becoming a dropped order.

Subsequently a deputation from the committee met a deputation of the Northern Circuit Bar, and conferred with them in the hope of being able to propose an arrangement which would be satisfactory to both branches of the profession. The deputation, although strongly contending that four civil assizes in each year were necessary for the proper dispatch of the legal business of the town and district, urged that if that number could not be obtained, the old arrangement of holding assizes in the months of March, August, and December, by which the year was divided into three nearly equal portions, and which had prevailed for fifteen years, was the next preferable to the present one. The gentlemen of the bar, on the other hand, stated that it was impracticable for them to attend a December assize in Lancashire as they were closely engaged in London at that time, and they represented that it was impossible to obtain civil assizes which were not held on the same dates as the criminal assizes, viz., January, April, July, and October, and that solicitors in this county and their clients must make a choice of three out of these four months. Finally the gentlemen of the bar suggested that a joint memorial should be presented to the Home Secretary, proposing that the civil assizes should always be held at fixed dates and in the months of March, July, and October, the rule prohibiting the delivery of pleadings during the long vacation being suspended with respect to Lancashire. No such memorial has been received from the bar, and the committee do not now view the proposal with favour, as it would cause a lapse of nearly six months between the October and March Assizes. The experience of the winter assize during the last fifteen years has shown that whenever an assize has produced a large number of causes, there has always been an adequate bar in attendance to conduct them.

The memorial to the Lord Chancellor above referred to, and the more important correspondence on this head, together with a full report of the conference with the Home Secretary and the Attorney-General, will be found in appendix C. to this report.

PROVISIONAL ENTRY OF CAUSES.

The committee during the past year have continued their endeavours to obtain a provisional entry of causes at the Liverpool Assizes. In November last they entered into correspondence with the judges of the then forthcoming assize in the hope of inducing them to direct a provisional entry of causes. Being disappointed in this expectation, deputations from this society and the Manchester Law Association waited upon Lord Justice Thesiger and Mr. Justice Lindley, and fully explained the advantages of the proposal. Further, at the instigation of the Incorporated Law Society of the United Kingdom, an amendment to the Supreme Court of Judicature Act Amendment Bill was placed by Mr. Gregory, M.P., upon the paper of the House of Commons, proposing to enact what the committee was contending for. This amendment, by the combined efforts of this and other law societies, was accepted by the Government, but as before stated, owing to pressure of business in the House of Commons, the Bill never passed into law. The committee then addressed themselves on the matter to Mr. Justice Lush, who courteously received a deputation from this and the Manchester Law Associations during the last assize, and at his suggestion a rule (see Appendix D.), has been drawn which it is proposed should be in force over the whole kingdom, and which Mr. Justice Lush has most kindly undertaken to submit to the committee of judges. The committee have therefore great hopes that this much-needed convenience will be at length accorded.

ADMIRALTY SITTINGS IN LIVERPOOL.

The reply of the Lord Chancellor to the joint memorial of the Liverpool Chamber of Commerce, the Liverpool Underwriters, Steamship Owners, and Shipowners' Associations, and of this society, praying for periodical sittings of the Admiralty Division in Liverpool which is mentioned in last year's report, and set out in Appendix C. thereto, was only received by the committee in February last, and was, the committee are sorry to say, to the effect that the request of the memorialists could not be complied with.

COUNTY COURT BILL.

A Bill contemplating most important changes with reference to county courts was presented to the House of Lords last session by the Lord Chancellor. Two other Bills dealing with the same subject were also introduced into the House of Commons by private members.

The committee carefully considered all the Bills and decided to petition the House of Commons against them, on the ground that the changes proposed were undesirable, and that they did not deal with the subject on the lines suggested by the Judicature Commission and the suggestions made by this and four other law societies to that commission several years ago.

The report of the committee, which deals minutely with the whole question of county court jurisdiction, has been widely circulated among persons and public bodies interested in the subject.

At the meeting of the Associated Provincial Law Societies, already referred to, these Bills were very fully debated; but owing to their being dropped it was unnecessary for your committee to deal further with the matter.

TAXATION OF COSTS IN DISTRICT REGISTRIES.

The attention of the committee has been drawn to a decision of the Master of the Rolls in a case of *Kurtz v. Crossfield* (unreported) which they deem worthy the attention of the profession. The circumstances therein were as follows:—

The action was for the administration of certain real and personal estate in the neighbourhood of Liverpool, and was brought in the Liverpool District Registry of the Chancery Division of the High Court. All the parties resided in or near to this town, and were represented by the same firm of solicitors, who carry on business here. With the exception of the first hearing of the action, and the hearing on further consideration, all the proceedings had taken place in Liverpool. Accordingly, on the hearing on further consideration, the Master of the Rolls was asked that the taxation of costs should take place in the district registry, but apparently considering himself bound by the decision of Vice-Chancellor Hall in *Day v. Whitaker* (L. R. 6 Ch. D. 734) he ordered the taxation to take place in London.

The committee consider that in cases of this nature the costs should be taxed in the district registry. The result of the taxation taking place in London is that either the solicitors of the parties, who alone have any knowledge of the case, must attend there at a great waste of time and considerable expense; or an agent in London having no personal knowledge of the case or the difficulties met with in the course of it, must be employed to attend the taxation. To instruct an agent in the proceedings in the suit would necessarily be a work of much labour, and the result, at the best, very imperfect.

The committee accordingly memorialized the Lord Chancellor, praying for a rule providing that all taxations of costs in actions pending in district registries should take place in the district registry in which the action is proceeding, unless the court otherwise order.

The committee do not yet know the result of the memorial.

PROFESSIONAL REMUNERATION FOR CONVEYANCING BUSINESS.

The committee are now in communication with the secretary of the Associated Provincial Law Societies on this subject, and have lately sent deputations to the meetings of that body at which the question has been discussed. There seems to be a perfect unanimity of opinion as to the advantages of adopting a system of charges in conveyancing matters regulated by a scale, but there is a very considerable diversity of opinion between solicitors from different parts of the kingdom as to the details of such a scale. The whole question is now being considered by the council of

the Incorporated Law Society of the United Kingdom, who have great hopes that if a reasonable scale be presented to the Lord Chancellor as the unanimous result of the deliberations of the law societies of the country he will sanction and authorize its use by the taxing masters.

The council had a conference with the committee of the Associated Provincial Law Societies on the 1st of August, at which certain scales were agreed to.

These scales, and the resolutions of the committee on this subject, are set forth in Appendix E. to this report.

Law Student's Journal.

LAW STUDENTS' DEBATING SOCIETY.

A meeting of the above society was held at the Law Institution, Chancery-lane, on Tuesday last, Mr. J. A. Neale, B.A., in the chair. The following question was opened by Mr. H. W. Treuchard, B.A., in the affirmative: "The A. Railway Company has running powers over the B. Company's line. A passenger in getting out of the A. Company's ordinary carriage at the B. Company's station, is injured in consequence of the difference in level between the carriage and the platform. Is the A. Company liable to the passenger for the injury sustained by him?" The following cases amongst others were referred to: *Wright v. Midland Railway Company* (21 W. R. 460, L. R. 8 Ex. 137); *Marshall v. York and Newcastle Railway Company* (31 L. J. C. P. 34); *Foulkes v. Metropolitan District Railway Company* (L. R. 4 Q. B. D. 267). Mr. Mills for Mr. E. R. Carr, LL.B., supported the negative side of the question. Messrs. J. W. Evans, G. H. Bower, J. T. Heppell, E. Seymour, and Chant Holrow then addressed the society on the subject, and the question being put to the meeting was decided in the affirmative.

At the meeting of the society on Tuesday next, a paper will be read by Mr. J. A. Neale, B.A., on "The Wars of the Roses: A Review of Eight Dramas by Shakespeare," and a discussion upon the paper will take place.

LIVERPOOL LAW STUDENTS' ASSOCIATION.

A meeting of this association was held at the Law Library on Monday, November 17, E. H. Blease, Esq., solicitor, in the chair. The secretary read a letter which he had received from the late president, William Bartlett, Esq., cordially expressing his best wishes for the continued prosperity of the association, and enclosing a cheque for £5 5s., as a donation towards the cost of the law lectures its members had recently promoted. On the motion of the secretary, seconded by Mr. McMaster, a hearty vote of thanks to Mr. Bartlett for his kindness was passed by acclamation. The secretary, Mr. F. J. Leslie, then gave some account of the proceedings at the recent congress of law students. He thought that the congress had, on the whole, been a success, and that some beneficial result to articulated clerks might be fairly looked for. He expressed an opinion, however, that the Committee of Management had erred in not selecting as chairman of the second and third meetings of the congress some eminent and influential members of the profession, as by so doing much greater weight would have been given to the deliberations of the congress. He also explained the action of the Liverpool delegates, in common with those of Birmingham, Norwich and other societies, in objecting to the improper wording of one of the resolutions passed. A vote of thanks to the delegates of the association at the congress was unanimously passed. The debate was then opened on the following subject appointed for discussion:—"In an action for slander are damages recoverable for injury sustained consequent upon the tortious act of a third party, such act having been directly induced by the slander?" Mr. J. W. Reid opened in the affirmative, and Mr. A. T. Clegg followed in support of the negative. The debate was continued by Messrs. Mills, Cameron, McMaster, W. B. Jones, and the chairman. Mr. Reid having replied, the question was put to the meeting and decided in the negative by a majority of three.

CALLS TO THE BAR.

The undermentioned gentlemen were on Monday called to the bar:—

INNER TEMPLE.—John Yeates; William John Martin, B.A., Camb.; Walter Ross Phillips, LL.B., Camb., Whewell Scholar, 1878, and holder of a studentship awarded Hilary Term, 1875; Henry Sheehy Keating, B.A., LL.B., Camb.; Robert Jardine Browning, B.A., Oxford; John Fielden Cobbett; Thomas Mansfield Forbes Parkyns, Oxford; Austin Percy Lousada, B.A., Oxford; William Thornton Sharp, B.A., Oxford; Barada dás Bose; Edward Lovett Henn, M.A., Camb.; Henry Thomas Kemp, LL.B., B.A., Camb.; Evelyn Leighton Fanshawe, B.A., Oxford; John Lewis, B.A., Camb.; Harold Edward Trower, B.A., Oxford; Fitzpatrick William Bulkley Praed, B.A., Camb.; George Cope Cope, B.A., Camb.; Walter Morgan de Saram, Oxford; Arnold George Rogers, B.A., Camb.; Henry Wace, M.A., Camb.; Frederick Lancelot Hamilton Morrice, LL.B., Camb.; Richard Foulkes Griffiths; Christopher Alexander Williams; Herbert Marlow Shelverton, London; John Thomas Meeson, B.A., Melbourne; Edward Ponsonby; Frederick Sims Williams, LL.B., Camb.; William Chance, B.A., Camb.; the Hon Lucius Murrough O'Brien, B.A., Camb.; Eldred John Brook-Smith, B.A., Camb.; Ernest Alma Sayers, B.A., Oxford; Michael Cababé, Oxford; Nelson Moore Richardson, B.A., Camb.; and Frederick William Head, Esqs.

MIDDLE TEMPLE.—Samuel Robert Groom; Cuthbert Bainbridge Luke Tyerman, B.A., Cambridge; William Knapman Wilcocks, M.A., Oxford; Mark Knowles; Frank Foster, B.A., Cambridge; William Atkinson Daniel, B.A., Cambridge; Reginald Cunningham Glen, B.A., LL.B., Cambridge; Edgar Clement Dumbleton, B.A., Oxford; Frederick Taylor, LL.M., Cambridge; Arthur Robert Ingpen, University of London, holder of a Middle Temple Scholarship of one hundred guineas in equity, and of a scholarship of thirty guineas in international and constitutional law; Frederick George Rucker, B.A., Oxford; Charles Lacey Smith, M.A., Cambridge (Classical Tripos, 1875); Robert Goddard; Joseph Turner Hutchinson, M.A., Cambridge; Edward William Fithian; Chester Jones, B.A., Cambridge; Edmund Robert Bartley Denniss, Oxford; Sidney Jerrold; and Thomas Barrett Lennard, J.P., Esqs.

LINCOLN'S INN.—Henry Shera, University of London; William Henley Chater, M.A., Oxford; Richard Burdon Haldane, University of London and M.A., Edinburgh; Walter Sydney Sichel, B.A., Oxford; Charles Frost Foster, M.A., Cambridge; Algernon Barlow, B.A., Cambridge; Nicholas Algernon Mercer, B.A., Oxford; Robert Cooper Seaton, M.A., Cambridge; Robert M'Killiam Routledge, University of Aberdeen; Henry Towry Law, LL.B., Cambridge; Walter Charles Dare, B.A., Oxford; Amyand John Hall, B.A., Oxford; Arthur George Walker, and Arthur Clevedon Willis, Esqs.

GRAY'S INN.—Alfred Dunham, Esq.

IRISH EXAMINATIONS.

At the examination of applicants seeking to become apprentices to solicitors, held on Thursday and Friday, the 23rd and 24th of October last, the following were adjudged by the Court of Examiners to have passed said examination, and their names were arranged in the order of merit, viz.:—No. 1, Patrick Boyle; 2, Marcus Parcell; 3, John F. Barry; 4, Thomas Flynn; 5, John P. Murphy; 6, Michael J. Newport; 7, John F. Williams; 8, Daniel Murray; 9, Albert E. Sixsmith; 10, George J. Hoey; 11, Ernest J. Thornton; 12, Thomas J. Flynn; 13, Alexander W. Dudgeon; 14, Wm. Wrafter; 15, Arthur E. Vicars; 16, William Murphy; 17, Edward P. Doran; 18, Frederick J. Hall; 19, John H. Menton; 20, James L. Sullivan.

The first four candidates on the "admitted" list, namely, Patrick Boyle, Marcus Parcell, John F. Barry, and Thomas Flynn, are to be permitted to compete for the society's prize at next Michaelmas Sittings (1880) prize examination. The other candidates on the list have been postponed.

With respect to the examination for the society's prize, neither of the candidates answered sufficiently well to entitle him to either prize, but the Court of Examiners will recommend the council to grant to Mr. Wm. M. Crowe a sum of £5.

At the examination of applicants seeking admission as solicitors, held on Monday the 27th, and Tuesday, the 28th of October, 1879, the Court of Examiners decided that the undernamed candidates should be allowed the examination, and their names were arranged in the following order, viz.—No. 1, George L. Moore; 2, Arnold J. Power; 3, Wm. H. Corker; 4, Arthur J. Blake; 5, Robert Dickie; 6, Alexander Ambrose; 7, Phillip J. Downing; 8, John P. Harris; 9, Dennis J. Colgen; 10, Wm. P. Creagh; 11, Randall A. Howe; 12, Frederick Clifford; 13, Uniacko Mackay; 14, James E. L. Stein; 15, Wm. Ward, jun.

The Court of Examiners have awarded a silver medal to Mr. George L. Moore, and special certificates to Messrs. Arnold J. Power, Wm. H. Corker, and Arthur J. Blake.

The Court of Examiners have resolved to recommend the council to award the Findlater Scholarship to Mr. Francis MacCarthy Conner.

Wm. Read, Esq. (president), then distributed the following prizes awarded to candidates at last Trinity Sittings, final examination, viz.—silver medals to Messrs. Michael J. Farrelly and John D. Coates.—*Irish Times.*

Appointments, Etc.

Mr. GEORGE CLEMENT BERTRAM, barrister, has been appointed Advocate-General of the Island of Jersey, in succession to Mr. John Nathaniel Westaway, deceased. Mr. Bertram was called to the bar at the Inner Temple in Trinity Term, 1865.

Mr. THOMAS BURY, solicitor (of the firm of Acton & Bury), of Wrexham, has been elected Town Clerk of that borough, in succession to Mr. John James, resigned. Mr. Bury, obtained a certificate of merit at his examination, and was admitted in 1865. He is solicitor to the Wrexham Gas Company, and to the Wrexham Market Hall Company, and clerk to the Bersham District School Board.

Mr. HENRY CORBETT, solicitor, of Worcester and Bromsgrove, has been appointed Under-Sheriff of the City and County of the City of Worcester for the ensuing year.

Mr. WILLIAM AMERSE CLARKE, solicitor, of Chippenham, Wilts, has been elected Mayor of that borough for the ensuing year. Mr. Clarke was admitted a solicitor in 1865, and is in partnership with Messrs. West Awdry, & Frederick Awdry.

Mr. RICHARD FREDERICK DEMPSTER, solicitor (of the firm of Robinson & Dempster), of Eccleashall, has been appointed a Perpetual Commissioner for Staffordshire for taking the Acknowledgments of Deeds by Married Women.

Mr. JACOBUS PETRUS DE WET, barrister, recorder of the High Court of Griqualand West, has been appointed to act as Administrator of that colony. Mr. de Wet was called to the bar at the Inner Temple in Trinity Term, 1863. He was for some time Solicitor-General for the Cape Colony, and he was appointed recorder of the High Court of Griqualand West in 1878.

Mr. WILLIAM DUNN, solicitor (of the firm of Dunn & Payne), of Frome and Wells, has been appointed by the Earl of Cork, Lord Lieutenant of Somersetshire, to the office of Clerk to the Lieutenancy for that county, in succession to the late Mr. Henry Messiter, of Frome. Mr. Dunn was admitted a solicitor in 1854, and is clerk of the peace for Somersetshire, and clerk to the Commissioners of Property Tax for the Frome Division of the county.

Mr. JOHN EUSTACE GRUBBE, barrister, has been elected Mayor of the Borough of Southwold for the ensuing year. Mr. Grubbe is an M.A. of Pembroke College, Oxford, and was called to the bar at the Inner Temple in Trinity Term, 1841. He is a magistrate for Southwold and for the county of Suffolk.

Mr. JAMES SHEWARD GWILLIM, solicitor (of the firm of Merriman & Gwillim), of Marlborough, has been elected Mayor of that borough for the ensuing year. Mr. Gwillim was admitted a solicitor in 1840, and is in partnership with Mr. Robert William Merriman, town clerk of Marlborough and clerk of the peace for Wiltshire, and Mr. Edward Baverstock Merriman, clerk to the Marlborough Board of Guardians.

Mr. CLAXTON WILLIAM HARLE, solicitor, of Newcastle-upon-Tyne, has been for the sixth time appointed Under-Sheriff of the Town and County of the Town of Newcastle for the ensuing year. Mr. Harle is the son of the late Mr. William Lockey Harle, solicitor, and he was admitted a solicitor in 1874.

Mr. GEORGE HIRTZEL, solicitor and proctor, of Exeter and Okehampton, has been re-appointed Under-Sheriff of the City and County of the City of Exeter for the ensuing year. Mr. Hirtzel was admitted a solicitor in 1854.

Mr. R. J. PEAD, of No. 29, Parliament-street, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Married Women for the County of Middlesex and the Cities of London and Westminster.

Mr. TOM WALTER PEAKE, solicitor, of Woolwich, has been elected Vestry Clerk of the Town and Parish of Woolwich, in succession to Mr. William Farnfield, deceased. Mr. Peake was admitted a solicitor in 1873.

Mr. RICHARD EDWARD TURNER, barrister, has been elected a Benchers of the Inner Temple.

Mr. WILLIAM ANTHONY MUSGRAVE SHERIFF, barrister, has been appointed Attorney-General of the Bahamas. Mr. Sheriff was called to the bar at the Middle Temple in Trinity Term, 1867, and has been Attorney-General of the Island of Grenada since 1872.

Mr. ROBERT LOWE GRANT VASSALL, solicitor and notary (of the firm of Vassall, Parr & Osborne), of Bristol, has been elected Sheriff of the City and County of the City of Bristol for the ensuing year. Mr. Vassall was admitted a solicitor in 1852.

DISSOLUTIONS OF PARTNERSHIP.

ROBERT GEORGE SMITH and RICHARD WALL WALL, solicitors, 5, New-inn, Strand (Smith & Wall.) November 8. (*Gazette*, November 14.)

WALTER MAYHEW and FRANK ADCOCK, solicitors, Wigan (Mayhew & Adcock.) October 31. (Business will be carried on by Walter Mayhew.) (*Gazette*, November 18.)

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ONE CLOTH SLATE QUARRIES COMPANY, LIMITED.—Petition for winding up, presented Nov 10, directed to be heard before the M.R. on Nov 29. Brooke, Lincoln's inn fields, agent for Turner and Allanson, Carnarvon, solicitors for the petitioners.

LONDON MEAT IMPORTATION AND STORAGE COMPANY, LIMITED.—Petition for winding up, presented Nov 12, directed to be heard before V.O. Hall on Nov 28. Carr and Co, Rood lane, solicitors for the petitioner.

RUNDS IRON AND LIMESTONE QUARRIES, LIMITED.—Petition for winding up, presented Nov 13, directed to be heard before the M.R. on Nov 22. Van Sandau and Cumming, King st, Cheapside, solicitors for the petitioner.

[*Gazette*, Nov. 14.]

ANGLO-FRENCH CO-OPERATIVE SOCIETY, LIMITED.—By an order made by Bowen, J. dated Oct 15, it was ordered that the society be wound up. Rawlins, Poultry chambers, solicitor for the petitioner.

INDUSTRIAL COTTON SPINNING COMPANY, LIMITED.—By an order made by V.C. Malins, dated Nov 7, it was ordered that the company be wound up. Clarke and Co, Lincoln's inn fields, solicitors for the petitioner.

LAND MORTGAGE ASSOCIATION, LIMITED.—V.C. Malins has, by an order dated March 22, appointed George Sims, Aldersgate st, and William Standing, Queen Victoria st, to be official liquidators. Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts and claims, to the above. Jan 10, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LONDON and SUBURBAN CO-OPERATIVE MEAT SUPPLY ASSOCIATION, LIMITED.—By an order made by the M.R., dated Nov 8, it was ordered that the association be wound up. Munns and Longdon, Old Jewry, solicitors for the petitioners.

MOEA PLANTATION COMPANY, LIMITED.—By an order made by V.C. Hall, dated Nov 7, it was ordered that the company be wound up. Maples, Teesdale, and Co., Frederick's-place, solicitors for the petitioners.

NEW CITY CLUB COMPANY LIMITED.—By an order made by the M.R., dated Nov 8, it was ordered that the voluntary winding up of the above company be continued. Glynes, Son, and Church, Mark lane, solicitors for the petitioners.

STANTFIELD PRINTING COMPANY LIMITED.—By an order made by V.C. Bacon, dated Nov 8, it was ordered that the voluntary winding up of the above company be continued. Milne, Riddle, and Meilor, Harcourt buildings, Temple, agents for Slater, Hoells, and Co, Manchester, solicitors for the petitioner.

W. AND J. GARFORTH, LIMITED.—By an order of Hall, V.C., dated Nov 8, it was ordered that the above company be wound up. Rooke and Son, Gt James st, Bedford row, agents for Earle Sons, and Co, Manchester, solicitors for the petitioner.

[*Gazette*, Nov. 18.]

UNLIMITED IN CHANCERY.

MUTUAL SOCIETY.—By an order made by the M.R., dated Nov 8, it was ordered that the above society be wound up. Linklater and Co, Walbrook, solicitors for the society.

[*Gazette*, Nov. 18.]

FRIENDLY SOCIETIES DISSOLVED.

PRIORS HARDWICK FRIENDLY SOCIETY, Butchers' Arms, Priors Hardwick, Warwick. Nov 12

[*Gazette*, Nov. 18.]

Solicitors' Cases.

HIGH COURT OF JUSTICE.

COMMON PLEAS DIVISION.

(Before GROVE and LINDLEY, JJ.)

Nov. 15.—*In the Matter of a Solicitor.*

A rule nisi had been obtained by Mr. L. calling upon a solicitor in London to answer the matters of an affidavit. It appeared that Mr. L. had been placed on the list of contributories of a company which was being wound up. Believing that he had been wrongly placed on the list, he put himself into communication with the solicitor in question. After an interval the solicitor informed him that he had succeeded in effecting a compromise by which, if Mr. L. paid the official liquidator a sum of £50 and costs within a week, he would be removed from the list of contributories. Some discussion took place as to what the costs would amount to; but finally Mr. L. forwarded the solicitor a bank note for the sum required. The money was not paid to the official liquidator, however, and in the result calls amounting to £150 were made upon Mr. L., who at once lodged his present complaint with the court. The explanation of the solicitor was that, in consequence of illness and the death of his wife, he was away from his office for several months, and unable therefore to personally attend to the matter which Mr. L. had placed in his hands. His managing clerk dealt with it, and received the bank note without appraising him of the fact and without applying it to the purpose for which it was intended. The managing clerk left his service shortly afterwards, but he subsequently returned to the employment, and still continued there.

Massey supported the rule, and

Lush opposed it.

After some discussion,

The COURT said they were unable from the materials before them to discover whether the solicitor was cognizant at the time of what this managing clerk did. The matter had assumed a grave aspect, and they felt bound to refer it to the master to inquire into and report upon to the court, the master to have the power of examining the solicitor, and directing him to produce the managing clerk in order that he might undergo the same ordeal.

Creditors' Claims.

CREDITORS UNDER ESTATES IN CHANCERY

LAST DAY OF PROOF.

ANDERSON, WILLIAM, Canonbury pk sq, Gent. Dec 6. *Fowler v. Satchell*, M.R. Chapple, Queen st
BAILEY, JOHN, Loddon, Norfolk, Gent. Dec 4. *Barley v. Lamb*, M.R. Copeman, Loddon
BENTLEY, THOMAS, Cleekeaton, York, Drysalter. Dec 4. *Bentley v. Bentley*, M.R. Sykes, Huddersfield
BRIGHAM, JOHN, Shipton, York, Farmer. Dec 6. *Brigham v. Brigham*, M.R. Sargent, Pocklington
BULL, CHARLES, Little Dunmow, Essex, Farmer. Dec 11. *Bull v. Bull*, V.C. Malins. Knockor, Great Dunmow
BURBIDGE, THOMAS, Barton-in-the-Clay, Beds, Farmer. Jan 1. *Valentine v. Burbidge*, V.C. Hall. Bailey, Luton
BURNYEAT, JOHN, Whitehaven, Butcher. Jan 1. *Burnyeat v. Trohear*, V.C. Hall. Roberts, Verulam buildings, Gray's inn
CASTER, THOMAS MARK, Harrgate, Colliery Proprietor. Jan 14. *Carter v. Carter*, V.C. Hall. Carter, Pontefract
DUXBERRY, ELIZABETH, Baldon Moorside, York. Dec 4. *Remond v. Duxberry*, M.R. Sharman, Wellingsborough
GRAYBURN, RICHARD JAMES, Holderness, York, Farmer. Dec 11. *Connell v. Grayburn*, M.R. Rolitt, Kingston-upon-Hull

HOLT, AMOS, East Ardsley, nr Wakefield, Manufacturer. Dec 5. Ambler v. Holt, V.C. Hall. Spencer, Bradford.
 JONES, EDWARD, Flint, Yeoman. Dec 1. Matthews v. Jones, V.C. Hall. Haycock and Bridgman, College hill
 LANGLEY, JOHN, Oaken, Stafford, Hardware Merchant. Jan 28. Stevens v. Morson, V.C. Hall. Dent, Wolverhampton
 MOORE, GEORGE, Bishop Auckland, Wine Merchant. Dec 5. Watson v. Thompson, V.C. Bacon. Froud, Bishop Auckland
 OGBORNE, JAMES MARTIN, Padstow, Cornwall, Master Mariner. Dec 1. Osborne v. Osborne, Fry, J. Collins, St. Columb
 OVERTON, BENJAMIN, Great Swan alley, Moorgate st, Licensed Victualler. Dec 1. Overton v. Stollenhoff, V.C. Malins. Heale, St Mildred's ct, Poultry
 POWELL, JOHN EDWARD, South Bersted, Essex, Gent. Dec 10. Holmes v. Powell, V.C. Hall. Gill, Ludgate hill
 PRYDS, ANNE, Middleton Tyas, York. Dec 1. Davison v. Horne, V.C. Hall. Terrell, Lombard st
 WHITTY, THOMAS, Aberdare, Agent. Dec 10. Evans v. Evans, V.C. Hall. Linton and Keshole, Aberdare
 WITHECOMB, THOMAS, Lee Green, Kent, Gent. Dec 10. Williams v. Withecomb, V.C. Hall. Clabon, Great George st, Westminster
 WOOD, JOHN, Ankerton, Stafford, Farmer. Dec 6. Wood v. Wood, Fry, J. Blakiston, Stafford

[Gazette, Nov. 11.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.

LAST DAY OF CLAIM.

ASHMORE, JANE, Walston, Warwick. Dec 1. Browatt, Coventry
 BOOTH, EDWARD, Brighton, Professor of Drawing. Dec 3. Nye, Brighton
 BROWN, DANIEL, Hindley, Lancaster, Provision Dealer. Dec 31. Rowbottom, Wigan
 BROWN, JOHN, Norwich, Carpenter. Dec 1. Miller and Co, Norwich
 BUTLER, ELIZABETH, Rectory pl, Woolwich. Dec 31. Fielder and Sumner, Goddman st, Doctors' commons
 CARINGTON, Right Hon. Baroness Dowager CHARLOTTE AUGUSTA ANNABELLA, Berkeley sq. Dec 1. Freshfields and Williams, Bank b'dge
 COOPER, JOSEPH, Lewes, Sussex, Ironmonger. Dec 10. Hillman, Lewes
 COX, Rev FREDERICK, Alexandra-rd, Kilburn Park, Clerk. Dec 10. Tindal and Baynes, Aylesbury
 DAVIES, FRANCIS KNOWLES, Brompton sq. Dec 8. Harrisons, Fowkes bldges, Gt Tower st
 DICKEN, Rev. ALDERSEY, Bournemouth. Dec 15. Merediths and Co New sq, Lincoln's-inn
 ELMOR, RICHARD, Alfreton, Derby, Gent. Dec 16. Burton and Co, Nottingham
 FARNSFIELD, WILLIAM, Old Charlton, Kent, Solicitor. Dec 20. Farnfield, Lower Thames st
 FOWELL, RICHARD, Gnosall Heath, Stafford, Brickmaker. Dec 4. Fisher and Hodges, Newport
 GREENSMITH, HENRY, Nottingham, Victualler. Dec 16. Burton and Co, Nottingham
 HAWORTH, EDMUND, Churchdale, Derby, Esq. Dec 16. Earle and Co, Manchester
 HAWORTH, WILLIAM, Walmersley-cum-Shuttleworth, Lancaster, Farmer. Dec 1. Grundy and Co, Bury
 HOARE, GERTRUDE, Cheltenham. Dec 31. Wheeler, Cheltenham
 HOLMES, JAMES CLERMONT, St. Paul's rd, Camden Town, Esq. Dec 1. Lydall, Southampton b'dge, Chancery lane
 HOUGHTON, ANNE, Lynd, Chester. Dec 1. Ridgway and Worsley, Warrington
 HOUGHTON, JOHN, Lynd, Chester, Provision Dealer. Dec 1. Ridgway and Worsley, Warrington
 JONES, RICHARD, Ashford, of no occupation. Dec 15. Stileman and Neate, Southampton st, Bloomsbury sq
 LEONINO, EDWARD EMANUEL BENJAMIN, Odessa, Russia, Esq. Dec 31. Emanuel and Simmond, Finsbury-circus
 MCCARTHY, TIMOTHY, Russell st, Bermondsey. Nov 30. Chapman, London-wall
 MASON, ELIZABETH, Abergavenny. Nov 29. Gabb and Walford, Abergavenny
 MAYSON, WILLIAM, Blackburn, Innkeeper. Nov 30. Polding, Blackburn
 MIDGLEY, JAMES, King st, Camden Town, Licensed Victualler. Dec 1. Lovett and Co, King William st
 PACKER, WILLIAM, Saint Lawrence, Kent, Carrier. Dec 24. Daniel, Radgate
 PICKERING, WILLIAM, Patricroft, Lancaster, Gent. Dec 5. Gaunt and Grainger, Manchester
 POPPLETON, RICHARD, Almondsbury, nr Huddersfield, Butcher. Dec 12. Dransfield, Huddersfield
 RICHARDS, THOMAS, Maindee, Monmouth, Builder. Dec 15. Gibbs and Llewellyn, Newport
 RIDGWAY, JAMES, Weaste, Lancaster, Gent. Dec 31. Heywood and Son, Manchester
 ROWAN, Sir WILLIAM, Bath, a Field-Marshal in H.M.'s Army. Dec 23. Gill and Bush, Bath
 SHAPLAND, MARY, Worcester. Dec 31. Goscombe and Co, Essex st, Strand
 SHAW, JOSEPH, Kimberley, Nottingham, Farmer. Dec 16. Burton and Co, Nottingham
 TAYLOR, WILLIAM BAXTER, South Auston, York, Veterinary Surgeon. Dec 1. Bioney and Co, Sheffield
 VIVIAN, The Hon. JOHN CRANCH WALKER, Richmond, Captain in H.M.'s 11th Hussars. Dec 30. Stibbard and Co, Leadenhall st
 WEST, LOUISA, Worthing, Sussex. Jan 1. Chamberlain, Basinghall st
 WHITE, GEORGE, Brighton, Coachbuilder. Nov 13. Dempster, Brighton
 WOOLDRIDGE, EDWARD, Patcham, Sussex, M.D. Dec 13. Woods and Dempster, Brighton

[Gazette, Nov 4.]

ANGLE, THOMAS ROUSE, Fulham, Gent. Feb 1. Allen and Son, Camble st, Soho sq

BAKER, FRANKLIN, Bolton-le-Moors, M.A. Dec 6. Baker, Birmingham
 BARLOW, EDMUND, Essex st, Strand, Esq. Dec 13. Bowlings and Co, Essex st, Strand
 BARNETT, MARY, Marylebone rd. Dec 15. Western and Sons, Essex st, Strand
 BUSHBY, ELIZA SARAH, South Eaton pl. Dec 15. Western and Sons, Essex st, Strand
 CANNELL, WILLIAM OXFORTH, Devonshire pl, Kennington Oval, Gent. Dec 8. Cook, Mark lane
 DAVIDSON, MARY, North Shields, Licensed Victualler. Dec 20. Dale, North Shields
 DALTON, CHARLES, Lowestoft, Esq. Jan 1. Reeve, Lowestoft
 DAY, WALLACE 'TARVER, Wigmore st, Portman sq, Saddler. Dec 3. Cordwell, Moorgate st
 DRURY, JOHN, Dawley, Salop, of no occupation. Dec 25. Harries, Dawley
 EDWARDS, ROBERT, Blenheim rd, Upper Holloway, Builder. Dec 13. Tompkins, York pl, Portman sq
 FELLOWS, JAMES, Old Quebec st, Hyde Park, Esq. Dec 31. Sedgwick and Turner, Watford
 FLETCHER, HENRY CHARLES, Kenward Yalding, Kent, Colonel in HM's Army. Dec 4. Parkin and Co, New sq, Lincoln's-inn
 FLOOD, SARAH, Davidstow, Cornwall. Dec 31. Bray and Peter, Holworthy
 FOWLER, JOHN, Willenhall, Stafford, Farmer. Dec 15. Hawkford and Owen, Wolverhampton
 FOWLER, WILLIAM, Castleford, York, Oil Miller. Dec 27. Phillips, Castleford
 GATMAN, ROBERT FULLER, Newbury, Berks, Solicitor. Jan 20. Robinson, Mitre et chambers, Temple
 GWYNNE, EDWARD, Hastings. Dec 17. Aitkens and Hewitt, Hastings
 HALDEN, ANN, Cloughton, York. Dec 17. Moody and Co, Scarborough
 HARRIES, THOMAS, Cruckton Hall, Salop, Lieut-Colonel. Dec 31. Brooks and Co, Goddman st, Doctors' commons
 HARRISON, JOHN, Castleford, York, Retired Mariner. Dec 27. Phillips, Castleford
 HATCHER, WILLIAM HENRY, York rd, Battersea, Gent. Dec 1. Withall, Castleford
 HERVEY, WILLIAM LANGLUGH, Cockermouth, Cumberland, Esq. Dec 13. Parkers, Bedford-rd
 HOUGHT, LEONARD, Moor Town, York, Gent. Dec 6. Bainton, Beverley
 MINGAY, Rev. GEORGE, Bury St Edmunds, Clerk in Holy Orders. Dec 20. Wodehouse, Bury St Edmunds
 PARKINSON, GEORGE, Doncaster, Corn and Flour Miller. Dec 19. Parkin and Co, Doncaster
 PARSON, JAMES, Castleford, York, Glass Founder. Dec 27. Phillips, Castleford
 PERRY, WILLIAM, Harley st, Bow. Dec 19. Munns and Longden, Old Jewry
 PURNELL, WILLIAM, Bath, Gent. Jan 3. Gwynn and Co, Bristol
 RADCLIFFE, CAROLINE FRANCES, Haverstock-hill. Jan 1. Smith, Staple-inn
 SAGE, LUCY, Blue Anchor-lane, Bermondsey. Nov 30. Chapman, London wall
 TAYLOR, ALFRED, Oldbury, Worcester, Farmer. Dec 26. Wood and Son, Birmingham
 WADDELOW, MARIANNE, White Hayes, Chilcompton, Somerset. Nov 29. Wood and Son, Birmingham
 WALKER, SARAH, Liverpool, White Cooper. Dec 31. Field and Weightman, Liverpool
 WISE, JOHN, Melbourne, Victoria, Esq. Dec 1. Preston, Lincoln's-inn-fields

[Gazette, Nov. 7.]

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday, Nov. 24	Mr. Farrer	Mr. Ward	Mr. Latham
Tuesday	25 Teesdale	Pemberton	Leach
Wednesday	26 Farrer	Ward	Latham
Thursday	27 Teesdale	Pemberton	Leach
Friday	28 Farrer	Ward	Latham
Saturday	29 Teesdale	Pemberton	Leach
	V. C. BACON.	V. C. HALL.	Mr. Justice Fry.
Monday, Nov. 24	Mr. Koe	Mr. Merivale	Mr. Cobby
Tuesday	25 Clowes	King	Jackson
Wednesday	26 Koe	Merivale	Cobby
Thursday	27 Clowes	King	Jackson
Friday	28 Koe	Merivale	Cobby
Saturday	29 Clowes	King	Jackson

HIGH COURT OF JUSTICE.

MIDDLESEX.—MICHAELMAS SITTING, 1879.

LIST OF ACTIONS FOR TRIAL.

(Continued from page 55.)

C P 290 Gunter (J L Tomlin) v White (Truefitt and G)
 C P 291 Godbold (Willoughby and W) v Sellar (J Barrett)
 Q B 202 Herberts, by next Friend (J R Macarthur) v Mosenha (Hollams, Son and C)

- Ex 303 Arnold (B Hallett) v Randolph and anr (S Spofforth; L A Wenz)
- Ex 304 Kimber (In Person) v Hinds (J J Jennings)
- Q B 305 Binko (C J Davis) v Crane and Co (H H Wells)
- Q B 306 Parker (York and B) v Broughton (Nutt and Co)
- Ex 307 Wright (C Butcher) v Cotton and anr (Dodd and L)
- Ex 308 Cleveland Slag Working Co (Randall and A) v Young (T Blair)
- CP 309 Ashdown, Trustee (G H Finch) v Ingamells (W Justice)
- Ex 300 Clark (Deane, G and Co) v Royal Aquarium Society (Richardson and S)
- CP 301 Lett (L G W Godden) v Hambidge and ors (Thompson and D)
- Ex 302 Hedges (Stones, M and S) v The Improved Industrial Dwellings Co (Merriman, P and M) SJ
- Q B 303 Carroll and anr (W H Hughes) Whetham and ors (Carr, B, D and M)
- CP 304 Brett and anr (W H Nicholls) v Clowser (Berkeley and C) SJ
- Q B 305 Schumacher and ors (Druce, Sons and J) Martin (Hollams, Sons and C)
- Q B 306 Climpson (T H Steward) v Attenborough (G H K and G H Fisher)
- Q B 307 Roche (Armstrong and L) v Collingridge (T Mickle) SJ
- Q B 308 Wells (Lumley and L) v Samuel (G Clarke)
- Q B 309 Cox (Combe and W) v London and South-Western Ry Co (M H Hall) SJ
- Q B 310 Green (Willoughby and W) v Beck (C A Wright) SJ
- Q B 311 Bernstein (M Webb and Son) v Copeland (Clarkson and C)
- Q B 312 Symondson (Courtenay and Co) v Ferguson (Miller and Son)
- Ex 313 Jarvis and anr (F G Gorton) v Fernyborough (Robinson and B)
- CP 314 Patterson (Howard and Co) v Ridley (Marriott and J)
- CP 315 Williams (Farnfield) v General Steam Navigation Co (W Batham) SJ
- CP 316 Ellis and anr (F W and H Hilbery) v Same (Same) SJ
- Chy 317 Allan (F and R W Tweedie) v Leckie and ors (Duncan, W and G)
- CP 318 Lindsay (G H Finch) v Pope (W Stollard)
- CP 319 Potter (Speckley, M and Co) v Neil (Greenhill and B)
- CP 320 Young (Paterson, Sons and G) v Smith (Ingle, C and H)
- Q B 321 Hall (Johnson, U, Band A) v Kelly (B J Abbott)
- Ex 322 Barber (A Haynes and Sons) v Hampton (Dixon, W and L)
- Q B 323 Bradshaw (Longcroft and M) v Wright and Co (W J Fraser)
- Ex 324 McMullen (Wheale, M and W) v London, Chatham, and Dover Ry Co (J White) SJ
- Ex 325 Dickinson and ors (Foss and Legg) v Brown (W Beck)
- Ex 326 Runtz (J S Rubenstein) v Reeve (In Person) without jury
- Q B 327 Harris (L Barnett) v Doherty and anr (J Davis)
- Q B 328 Knife and anr (F T Dubois) v Cooper (Aldridge and Co)
- Q B 329 Hensley and ors (T R Tindale) v All Souls' College, Oxford (Hayes, T & Co) SJ
- Q B 330 Chaplin (Greenhill and B) v Oliver (Rose, Innes and Sons)
- CP 331 Gould (Hadden, W and Co) v Rickards (W T Boydell)
- CP 332 Vosper (A Vosper) v Rees (Venn and W)
- Ex 333 Hopkins (Palmer, B and F) v Wilson (J Richardson)
- Q B 334 Phillips (G Palmer) v Carpenter (J M Green)
- Q B 335 Mackenzie (Palmer, E and N) v Bird (Church, Sons and C)
- Q B 336 Chipp (B H Van Tromp) v Boyce (Cheston and Sons)
- Ex 337 Lanier (Taylor and J) v Duca (Micklethwait and Co)
- Q B 338 Dupuy and anr (H Bentwich) v Brall and ors (B May) SJ
- Q B 339 Humber (R Ballard) v North Staffordshire Ry Co (Burchells) SJ
- CP 340 Evans (Hughes and B) v James (Lewis and Son)
- Q B 341 Dalton (Wright and P) v Foon (Arkcoll and Co)
- Q B 342 Townsend (A Haynes and Sons) v Bickel (J D Gover)
- Ex 343 Lawrence (C Horsley) v Pickett (W Reeve)
- Ex 344 Pilditch (Helder, R and G) v Elliott (Brown and B)
- CP 345 Johnston (Miller, S and B) v Thornton (Ingle, C and H)
- CP 346 Sheehan (B May) v Midland Ry Co (Beale, M, B and G) SJ
- CP 347 Taylor (C V Lewis) v Crawley and anr (In Person)
- CP 348 Imperial Dist Co, lmd (Same) v Reed (A J Miles)
- Ex 349 Powell and anr (Deuton, H and F) v Ell and ors (G Walker; Wheately and Son)
- CP 350 Worsam (J Hayward) v Hollingworth and ors (W H Podmore; W B Harte)
- Q B 351 Clifton (Nash and F) v Macdonald and anr (R and E Bastard)
- Ex 352 Baughan (G M Cooke) v Dicker (H Smith)
- CP 353 Edlin (W Philip) v Great Western Ry Co (R Nelson)
- Ex 354 Evans (Gregory and Co) v Jones (Clark, W, R and Co) SJ
- CP 355 Cain (Howard and Co) v Pullinger and ors (Morton and Co)
- CP 356 Reeve (C J Mander) v Dunbar (Law, H and H)
- CP 357 Wentworth (Same) v Same (Same)
- Ex 358 Reynolds (T Bordinan) v N Metropolitan Co, lmd (H C Godfray) SJ
- CP 359 Taylor (M J Geoghegan) v Maunsell and anr (Baker, F and W)
- Q B 360 Edgson (J Webb) v London Tramways Co, lmd (H C Godfray) SJ
- CP 361 Graves (Gush and Phillips) v Jordan (J Hayward) SJ
- Ex 362 Collins (Gregory, R and Co) v Old (Rhodes and Son)
- CP 363 Stavley (Wilkinson and Son) v Cockerham (Sharpe, Parker and Co)
- Q B 364 Reeve (Kingsford, D and K) v Vidler and ors (Lovell, Son and P)
- Q B 365 Pepperell (J R Tindale) v Marquis of Townshend (W A Day) SJ
- Q B 366 Binney (Kay and Jones) v Barnes and ors (Trollope and W; J Scate)
- CP 367 Same (Same) v Box and ors (Trollope and W)
- CP 368 Pogson (H A Lovett) v Hurst (J Hicks)
- CP 369 Langridge and Sons (S Price) v Edwards (J Welman)
- CP 370 Catling (Howard and Co) v Ball (T J Pullen)

- CP 371 Same (Same) v Bridge and anr (Same)
- Ex 372 Frost (Routh, S and C) v Butler (Berkeley and C) SJ
- Ex 373 Bryant (R Hewlett) v Wilson (Maples, T and Co)
- Q B 374 Griffin (J C E Weigell) v Keates and ors (Hillcarys and T)
- Q B 375 Mellin (S S Seal) v Pedley (J Pedley)
- Ex 376 Baynes (Clarke, W and R) v Russell (C A Swaine)
- Ex 377 Luker (J A Redhead) v Hilder and anr (Bolton, R and B) SJ
- CP 378 Crook (F C James) v Clark and Son (G S Warmington)
- Ex 379 Steed (T Bordinan) v Cooper (E W Parkes)
- Q B 380 King and Co (Eardley, H and R) v Langton (In Person) SJ
- CP 381 Finlay (F L Scames) v Rogers (J Rae) SJ
- Chy 382 Sharp and anr (Pittman and S) v Tattam (Barnes and B)
- Ex 383 Page (T R Apps) v Brewis Bros (F Brooke)
- Ex 384 Aldridge (G M Cooke) v Great Northern Ry Co (Nelson, B and N) SJ
- Ex 385 Burridge (Sandom, K and K) v Rymill (Keene and M)
- Ex 386 Capital and Counties Bank (Rocks and Co) v Jenkins (C M Stretton)
- CP 387 Algate and Wife (J Hayward) v London Gen Omnibus Co (Stevens and H)
- Ex 388 Farnan (Hillcarys and T) v Farnan and Sons (Hoppe and B)
- Q B 389 Bunting and anr (Kingsford and Co) v Pye (Goody and S)
- CP 390 Hancock and Co (W Pilcher) v Fitzgerald (Tidy and T)
- Ex 391 Robinson (R Davies) v Tillbrook (Lumley and L)
- Ex 392 Davis (In Person) v Jacobs (J N Keighley) SJ
- Q B 393 Filmer, Bart, and ors (Simpson, H and Co) v Williams (Chester and Co) SJ
- Ex 394 Cochrane (J I Irving) v Runtz (S J Debenham)
- Ex 395 Hall (J W Proudfoot) v Cole (Dixon, Ward and Co)
- CP 396 Foster and anr (J C Buton and Co) v Gowland Bros (May, S and Co)
- Ex 397 Powsland (J W Proudfoot) v Irons and anr (J B Fenton; H H Wells)
- Ex 398 Philpot (Deane, C and Co) v Woodhams and anr (P Wilkinson; W A Haward)
- CP 399 Birkett (C Harris) v Magniac and ors (T W Nelson)
- CP 400 Bachelor (N White) v Agate (Carriz and Sons)
- Q B 401 Bowler and ors (Kingsford and Co) v Radcliff and anr (Church, Son and Co)
- Q B 402 Pearce (Boxall and B) v Syer (T C Glass)
- CP 403 Parsons (Mercedith & Co) v Evans (Claro and Son)
- CP 404 Smith (G E Carpenter) v East and anr (G C Sherrard)
- CP 405 English, trustee, & (R Davies) v Westby (S Mayhew)
- Ex 406 Wilson (J Proffit) v Rust (E Woodward)
- Ex 407 Barras (A W Surtees) v Chandler (Wood, L and B)
- CP 408 Fox (G Blagden) v Willison (W Tanner)
- CP 409 Walton (Leathes and M) v Harrison (W Rawlins) SJ
- Ex 410 Sutton (Armstrong and L) v Great Northern Ry Co (Nelson, B and Co) SJ
- CP 411 Reynolds and Wife (Wild, B and W) v London and North-Western Ry Co (R F Roberts) SJ
- CP 412 Guidi and Co (Purkis and P) v Corazza (Fadgate, S and E)
- CP 413 Gill (T Sampson) v Scholey (C J Holmes)
- Q B 414 Edgington and ors (Grieg and M) v Miller and anr (Carey, W and De P)
- Ex 415 Davies (W T Child) v The Midland Ry Co (Beale, M, B and G) SJ
- Q B 416 Wadsworth (T D Dutton) v Lawrence (Micklethwait and Co)
- Q B 417 The Capital and Counties Bank (Bradby) v Beal (Beale and Co Syres)
- Q B 418 Larden (G T Powell) v Donnithorne (Wild and N)
- Ex 419 Teevan (Shen, Roscoe and Co) v Hutton (Pritchard, E and Co)
- Ex 420 Burton (Chester, M, H and B) v Cartwright (C H Sadler)
- Q B 421 Retzke (Fieldier and S) v Veit (T C Rupel)
- Q B 422 Gordon (Elmslie, F and S) v Tempest (Cole and T)
- Q B 423 Powell (G Brown and Sons) v Edwards (R H Harris) without jury
- Q B 424 Wilson (H Sydney) v Blundell (T Beard and Sons)
- Ex 425 Claverton (Perkins and W) v Welch (S Price)
- Q B 426 Meadows (W J Fraser) v Houghton (Gregory and Co)
- Ex 427 London and Westminster Loan and Discount Co, lmd (G J and P Vanderpump) v Wackett (In Person)
- Ex 428 Inkpen (Same) v Deason and Sons (Hillcarys and T)
- Q B 429 Francis (J Crowdy and Son) v Hamsher (Poole and H) SJ
- CP 430 Gray (R Hesham) v Le Marchant (Bolton, R and B)
- CP 431 Friend and anr (Lucas and Coe) v Courtoys (Walter, Jarvis and T)
- Q B 432 Harlow (W Hicks) v Beeson and anr (W Royle)
- Q B 433 Poole (H M Pike) v Oswald (Layton and T) SJ
- CP 434 Cribb (J L G Powell) v Gibbs and Flew (Jennings and B)
- Q B 435 Bondy (Philbrick and C) v Barton (Harper, B and B)
- Ex 436 Smith (G B B Norman) v Coleman (C M Roche)
- Q B 437 Tipples (G Crafter) v Budden (Stollard and W)
- Ex 438 Lumb (Bower and C) v Hirst (Torr and Co)
- Q B 439 Horry and anr (G Thompson) v Harris (Crowther and Co)
- Ex 440 Bowden (T W Payne) v National Mercantile Bank, lmd, and ors (J I Irving)
- Q B 441 Hill (F G Gorton) v Lebean (J J Merriman)
- CP 442 Goode and anr (A W May) v Lumley (Markby, W and B)
- Ex 443 Philps (Randall and A) v Whyte (Kingsford, D and Co)
- Ex 444 Gauer (C Thorpe) v Purcell and Wife (J Goren; In Person)
- Q B 445 Whiteley (C M Roche) v Howitt and ors (Micklethwait and Co)
- CP 446 Taylor (Crook and S) v North Metropolitan Tramway Co (H C Godfray)
- Ex 447 Parkes (T W Goldring) v London and St Katherine Docks Co (W M Lacon)
- Ex 448 Russell (C J Scott) v Gurrin (W A Downing)
- CP 449 British Mutual Investment Co, lmd (Barnard and Co) v Wallance (Paterson, Sons and G)
- Ex 450 Morgan (E W Owles) v Dean (Benham and T) SJ
- Q B 451 Winny (G Brown and Sons) v Boyd (R H Farnell)

- C P 452 Gwyn, trading, &c (Bell, Greenfield and A) v McKelvey (Micklethwait and Co)
 C P 453 Fletcher and anr (H R Silvester and Co) v Oakes (Chapman, T and P)
 Ex 454 Baw and anr (C W Dodd) v Crutchlow and anr (F R Smith)
 Chy 455 Sheffield (W Eley) v Carter (Saunders, H and Co)
 Q B 456 Sparkie (Lewis and Lewis) v Peacock and anr (H P Cobb) SJ
 Q B 457 Cooper and anr (W H Hughes) v King (Marchant and P)
 C P 458 Gardiner (Tilley and S) v London, Brighton and South Coast Ry Co (Norton and Co)
 (To be continued.)

PUBLIC COMPANIES.

Nov. 20, 1879.

GOVERNMENT FUNDS.

3 per Cent. Consols, 98½
 Ditto for Account, 98½
 Do. 3 per Cent. Reduced, 96½
 New 3 per Cent., 96½
 Do. 3½ per Cent., Jan. '94
 Do. 2½ per Cent., Jan. '94
 Annuities, Jan. '80

Annuitias, April, '85, 9½
 Do. (Red Sea T.) Aug. 1908
 Ex Bills, £1000, 2½ per Ct. 7 pm.
 Ditto, £500, Do, 7 pm.
 Ditto, £100 & £200, 7 pm.
 Bank of England Stock, 269
 Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per C., July, '80, 103½
 Ditto for Account, —
 Ditto 4 per Cent., Oct. '88, 103
 Ditto, ditto, Certificates —
 Ditto Enfranch. Ppr., 4 per Cent.
 2nd Enf. Pr., 5 per C., Jan. '72

Enf. Pr. 5½ per Cent., May, 81
 Ditto Debentures, 4 per Cent.
 April, '64
 Do. Do. 5 per Cent., Aug. '73
 Do. Bonds, 4 per Cent. £1000
 Ditto, ditto, under £1000

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	—
Stock	Caledonian	100	107
Stock	Glasgow and South-Western	100	82
Stock	Great Eastern Ordinary Stock	100	60½
Stock	Great Northern	100	123½
Stock	Do., A Stock	100	123½
Stock	Great Southern and Western of Ireland	100	115
Stock	Great Western—Original	100	112½
Stock	Lancashire and Yorkshire	100	131
Stock	London, Brighton, and South Coast	100	126
Stock	London, Chatham, and Dover	100	28½
Stock	London and North-Western	100	147½
Stock	London and South-Western	100	135
Stock	Manchester, Sheffield, and Lincoln	100	82½
Stock	Metropolitan	100	123½
Stock	Do., District	100	83½
Stock	Midland	100	135½
Stock	North British	100	84
Stock	North Eastern	100	149½
Stock	North London	100	162
Stock	North Staffordshire	100	53
Stock	South Devon	100	—
Stock	South-Eastern	100	129

* A receives no dividend until 6 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

- COOKE—Nov. 18, at Dove House, Ashbourne, the wife of Joseph Henry Cooke, solicitor, of a son.
 MORRIS—Nov. 18, at 4, St. Michael's-gardens, North Kensington, W., the wife of Francis Wyld Morris, solicitor, of a daughter.
 SNAGGE—Nov. 16, at 14, Courtfield-gardens, South Kensington, the wife of Thomas William Snagge, of the Middle Temple, barrister-at-law, of a daughter.

MARRIAGE.

- McLENNAN—SPICER—Nov. 12, Donald McLennan, of the Inner Temple, barrister-at-law, to Julia, daughter of the late Henry Spicer, of The Highlands, Putney-heath.

DEATHS.

- DOWNES—Nov. 13, at Bank-side, Leigham Court-road, Streatham, Henry August Downes, of 44, Coleman-street, City, solicitor, aged 32.
 HEALE—Nov. 16, at 5, South-square, Gray's-inn, Josiah Heale, barrister-at-law, aged 67.
 METCALFE—Nov. 16, at Avon Royd, Leamington, Joshua Metcalfe, of the Middle Temple, barrister-at-law, aged 64.

Health, Comfort, and Economy promoted by CHAPPAU'S REFLECTORS.
 49, Fleet-street.—ADVT.

Bankruptcy.

FRIDAY, Nov. 14, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
 To Surrender in London.

- Chamberlain, W., New rd, Whitechapel, Bootmaker. Pet Nov 14.
 Murray. Nov 25 at 12
 Channing, Thomas Edward Irish, Ashburton Grove, Hornsey road.
 Pet Nov 11. Murray. Dec 5 at 12
 Connor, James, Page st, Westminster, Umbrella Manufacturer. Pet
 Nov 11. Murray. Dec 5 at 11
 Dickson, John Augustus, Carter lane, Commission Agent. Pet Nov
 12. Brougham. Nov 25 at 11.30
 Lewinski, Newman Henry, South st, Finsbury, Merchant. Pet Nov
 11. Murray. Nov 25 at 1

To Surrender in the Country.

- Cooper, Isaac Denison, Scarborough, Woollen Merchant. Pet Nov 12.
 Woodall. Scarborough. Nov 25 at 10
 Damant, Francis William Sancerot, Ventnor, Isle of Wight, Solicitor.
 Pet Oct 27. Blake. Dec 1 at 2.30
 Lock, Frederick, William, Barton hill, Bristol, Builder. Pet Nov 10.
 Harley. Bristol. Nov 27 at 2
 Ticehurst, Samuel, Brighton, Gent. Pet Nov 12. Jones. Brighton.
 Nov 25 at 11
 Truman, Charles, Birmingham, Tea Merchant. Pet Nov 10. Oak.
 Birmingham. Nov 25 at 3
 Walsh, John, Shipley, York, Plasterer. Pet Nov 10. Robinson.
 Bradford, Nov 25 at 9
 Wells, Alfred, Dorking, Miller. Pet Nov 11. Rowland. Croydon.
 Nov 25 at 3
 Wheelwright, Frederick, Aston-juxta-Birmingham, Photographer.
 Pet Nov 12. Parry. Birmingham, Dec 2 at 2

TUESDAY, Nov. 18, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
 To Surrender in London.

- Luxmoore, William John, South Tawton, Devon, late Captain in Her
 Majesty's 7th Dragoon Guards. Pet July 9. Hazlitt. Dec 3 at
 12.30
 Stephens, J W., and Beaufoy Lane, Devonshire sq. Bishop-
 gate, Wine Merchants. Pet Nov 11. Hazlitt. Dec 3 at 12
 To Surrender in the Country.

- Butcher, Samuel, Southampton, Farmer. Pet Nov 14. Godwin.
 Winchester, Dec 5 at 2.30
 Cunliffe, George, Ashton, Lancaster, Blacksmith. Pet Nov 14.
 Woodcock. Wigan, Dec 2 at 10.30
 Francis, Hugh William, Tynenydd, Gylfylliog, Denbigh, Farmer. Pet
 Nov 14. Vaughan-Tynewydd. Wrexham, Dec 2 at 12
 Harrison, Wordsworth, Ulverston, Esq. Pet Nov 13. Postlethwaite.
 Ulverston, Dec 3 at 12
 Hawke, Philip, Bristol, Butcher. Pet Nov 14. Harley. Bristol, Dec
 2 at 3
 Hughes, John, Bristol, Licensed Victualler. Pet Nov 14. Harley.
 Bristol, Dec 1 at 2
 Richards, William, Llandilo Abercrown, Carmarthen, Miller. Pet Nov
 15. Lloyd. Carmarthen, Nov 29 at 12
 Woodhall, Martha Maria, Birmingham, Axle tree Manufacturer. Pet
 Nov 13. Parry. December, Dec 3 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, Nov. 14, 1879.

- Foss, William Beart, Eaton, Hastings, Farmer. Nov 1
 Simon, Henrietta Margaret, Kent gardens, Ealing. Sep 30
 TUESDAY, Nov. 18, 1879.
 Day, C Marshall, Green st, Grocer &c. Nov 6
 Firth, Jane Matilda, Southampton, out of business. Nov 14
 Green, William, Hendon, Fishmonger. Oct 22

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Nov. 14, 1879.

- Abbott, Horace Wood, Caine, Wills, Timber Dealer. Nov 25 at 11½
 the Townhall, Melkham. Smith. Melkham
 Allen, Charles, Oseet, York, out of business. Nov 27 at 3 at the Royal
 Hotel, Wakefield. Lodge, Wakefield
 Andrews, George, Sheffield, Tailor. Nov 28 at 11 at offices of Binyon
 and Co, Queen st chambers, Sheffield.
 Askham, John, Cawood, York, Innkeeper. Nov 29 at 11 at offices of
 James, Lendal, York
 Baker, Frederick Perkins, Appleshaw, nr Andover, Innkeeper. Nov
 27 at 12 at the White Hart Hotel, Andover. Footner and Son, Andover
 Barker, Henry Mounsey, Newcastle-upon-Tyne, Furniture Dealer. Dec
 8 at 11 at offices of Ingledew and Daggett, Dean st, Newcastle
 Baker, John, Catcombe, Somerset, General Shop Keeper. Nov 28 at 11
 at offices of Reed and Cook, Paul st, Taunton
 Ballinghall, James, Wilden, Bedford, Farmer. Dec 10 at 11 at offices
 of Mitchell and Webb, St Paul's sq, Bedford
 Bamford, Richard, Huddersfield, Stone Merchant. Nov 27 at 3 at
 offices of Ainley and Hall, New st, Huddersfield
 Barker, Charles, Dewsbury, York, Grocer. Nov 29 at 11 at offices of
 Creditors' Association, Parkinson's chambers, Market st, Bradford
 Barrowclough, Samuel Dyson, Gawber, York, Beerhouse Keeper. Nov
 26 at 3 at offices of fideat, Chronicle chambers, Barnsley
 Beaumont, Charles, Aspley, Huddersfield, Coal Merchant. Nov 26 at
 3 at offices of Welch, Queen st, Huddersfield
 Beeby, John, Newcastle-upon-Tyne, Printer. Nov 26 at 2 at offices of
 Clark, Grainger st, West, Newcastle-upon-Tyne
 Beer, Emanuel, Cardiff, Licensed Victualler. Nov 27 at 12 at offices
 of Miller, St Mary st, Cardiff
 Bellamy, William, Cleve, Lincoln, Grocer. Nov 21 at 12 at offices of
 Grange and Winttingham, St Mary's chambers, West St Mary's gate,
 Great Grimsby
 Bird, James, Kingwinford, Stafford, Grocer. Nov 25 at 3 at offices of
 Waldron, High st, Brerley hill
 Bishop, John Carver, Leicester, Hay and Corn Dealer. Dec 2 at 11 at
 offices of Wright and Hinek, Belvoir st, Leicester
 Bond, John, Stoke-upon-Trent, Signal Fitter. Nov 22 at 3 at the Swan
 Hotel, Longton

Bowater, Philip, Wolverhampton, Builder. Nov 29 at 11 at offices of Stratton, Queen st, Wolverhampton

Brinks, Grace, Heywood, Lancashire, Confectioner. Nov 31 at 11 at offices of Banks, Market pl, Heywood

Chubbill, Mary Anne, Brecknock rd, Holloway, Fancy Repository. Nov 29 at 11 at offices of Auning, Cheapside

Clark, John William, Dartford, Kent, Coachbuilder. Dec 1 at 3 at offices of Armstrong, Grays's inn sq

Clegg, Thomas Armitage, Batley, York, Joiner. Nov 27 at 3 at offices of Watts and Son, Commercial st, Batley

Clinton, Richard, Upper Gaoilford, Salop, Innkeeper. Nov 27 at 12 at 1, Mill st, Ludlow. Bowles

Cropper, William, Frithville, Lincoln, Farmer. Nov 24 at 11 at offices of Bly and Co, Main Ridge, Boston

Cudrey, Samuel, Finchampstead, Berks, Farmer. Dec 2 at 1 at Wellington Hotel, Wellington College Station, Finchampstead. Croke, Wokingham

Cotching, John, West End, Hampstead, Farmer. Nov 27 at 1 at offices of Field, Furnival's inn

Cox, Matilda, and Lydia Cox, Weston-super-Mare, Boardinghouse keepers. Nov 29 at 11 at 24, Atlantic ter East, Weston-super-Mare. Webster, Axbridge

Cross, William, sen, Wrawby, Lincoln, Livestock Keeper. Nov 29 at 11 at offices of Hines and Son, Market pl, Brigg

Cumick, Daniel Charles, Bristol, Accountant. Nov 26 at 12 at offices of Hare, High st, Bristol. Bernard, Bristol

Dale, Josiah, Chester, General Contractor. Nov 26 at 11 at Crown and Anchor Hotel, Northwich. Fletcher, Northwich

Davies, Charles, Laverst, Denbigh, Wheelwright. Dec 9 at 12 at offices of Jones, Henblas st, Wrexham

Dawson, Moses, Langton-by-Horncastle, Lincoln, Farmer. Dec 1 at 11 at offices of Clithow and Elsey, Lindsey et, Horncastle

Dayson, John, Maesteg, Glamorgan, Grocer. Nov 27 at 1 at Merchants' Protection Association, Duke st, Cardiff. Randall, Bridgend

Dillon, Andrew William, Bath, Licensed Victualler. Nov 26 at 3 at offices of Clark, Union st, Bath

Faller, Christine, and Henry Hollanders, Landport, Hants, Refreshment house keepers. Nov 27 at 3 at offices of Edmonds and Clark, Cheapside. King, Portsea

Farthing, Isaac, Sheffield, Contractor. Nov 26 at 3 at offices of Wing and Co, Friar-church chbrs, Change alley, Sheffield. Meachen

Fletcher, Robert William, Old House, Hereford, Fishmonger. Nov 25 at 1 at offices of Hutchinson, St Owen st, Hereford

Foden, Thomas, Longton, Stafford, Hay Dealer. Nov 24 at 11 at offices of Kent, Chancery lane, Longton

Fowler, James, Pontypool, out of business. Nov 25 at 12.30 at offices of Dauncey, Albion chbrs, Newport

Frates, George, Newcastle-upon-Tyne, Drysalter. Nov 28 at 3 at Law Society, Royal Arcade, Newcastle-upon-Tyne. Smith, North Shields

Fripp, Percival Kossuth, Wanslead, Essex, Nurseryman. Dec 1 at 2 at offices of Thomson and Co, Cornhill

Gabrielson, Morris, Plymouth, Picture Dealer. Nov 25 at 11 at offices of Bridgman, Courtenay st, Plymouth

Gardner, George, Quendon, Essex, Grocer. Dec 1 at 2 at offices of Andrews and Mas-tn, Ironmonger lane, Cheapside. Bartrum, Old Jewry chbrs

Gee, Charles, Cheetham, nr Manchester, Corn Dealer. Dec 1 at 3 at offices of McEwen, Lloyd st, Manchester

Gimblett, George William, Falmouth, Saddler. Nov 27 at 3 at offices of Tilly and Co, Church st, Falmouth

Giff, Thomas, Bedford, Grocer. Nov 27 at 12 at Inns of Court Hotel, Holborn. Conquest and Clare, Bedford

Goodrick, John, Skipton-upon-Swale, York, Farmer. Dec 1 at 3 at offices of Richardson, Castlegate, Thirsk

Goodwin, John, Altrincham, Chester, Coal Merchant. Dec 4 at 2 at the Unicorn Hotel, Altrincham, Milne, Manchester

Griffiths, David, Llwynellyn, Carmarthen, Farmer. Nov 28 at 3 at offices of Edwards, Lampeter

Hamer, Thomas, Bolton, Lancaster, Fruit Salesman. Nov 27 at 3 at offices of Eckerley, Wadsway st, Bolton

Hammond, John, Darlington, Fruiterer. Nov 25 at 11 at offices of Robinson, Chancery-lane, Darlington

Handby, Joseph, Bolsover, Derby, Joiner. Nov 28 at 3 at offices of Gee, High st, Chesterfield

Harlow, Percy Jonathan Sturges, and Robert Cook, Metallic Bedstead Manufacturers. Nov 26 at 3 at the Queen's Hotel, Birmingham

Stokes and Harper, Dudley

Harris, Thomas, Birmingham, Saddler. Nov 27 at 12 at offices of Hodgson and Haigh, Waterloo st, Birmingham

Hayward, John, Leighton, Salop, Licensed Victualler. Nov 27 at 3 at offices of Young, Station rd, Wellington. Phillips & Co., Shifnal

Head, Amos, Ossett, York, Rag Merchant. Nov 27 at 3 at offices of Burton, Wood st, Wakefield

Hickin, William, Hincley, Leicester, Draper. Dec 1 at 11 at the Newdegate Arms, Nuneaton. Wilson, Burton-on-Trent

Higgins, Charles, Manchester, Estate Broker. Nov 28 at 3 at offices of Garraway, Brazenose st, Manchester

Hill, Paul Thomas, Wokingham, Berks, Builder. Dec 1 at 2 at offices of Cooke, Wokingham

Higgs, James, Kidderminster, Builder. Nov 28 at 3 at the Railway Bel'inn, Comberton hill, Kidderminster. Ivens and Morton, Kidderminster

Horns, Thomas, Long Compton, Warwick, out of business. Dec 5 at 1 at the White Hart Hotel, Chipping Norrton. Eden-Hixon, Shipston-on-Strour

Hodge, David, Wheatstheaf lane, South Lambeth, Dairyman. Nov 26 at 10 at offices of Ody, Camberwell green, Camberwell

Hollis, Thomas, jun, Lowe Hall, Salop, Farm Bailiff. Dec 1 at 12.30 at offices of Bryces, High st, Wem

Horton, Rev Matthew Stoker, Walton-on-the-Naze, Essex, Congregational Minister. Dec 2 at 3 at offices of Thompson Smith, North hill, Colchester

Intelman, John, Newcastle-upon-Tyne, Merchant. Nov 24 at 11 at offices of Hepper, Grainger st, Newcastle-upon-Tyne

Irvine, Thomas Burton, Yately, Southampton, Farmer. Nov 28 at 12 at the Queen's Hotel, Friar st, Reading. Beale and Martin, Reading

James, Robert, High Drowton, York, Farmer. Nov 27 at 2 at offices of Pickering, Parliament st, Kingston-upon-Hull. Roberts and Leak

Johnson, George, Sale, Chester, Nov 29 at 11 at offices of Gould at St Peter's sq, Manchester

Johnson, George John, Aylstone, Leicester, out of business. Nov 24 at 3 at offices of Loseby and Co, Market pl, Leicester

Johnson, Joseph, and Joseph William Johnson, Birmingham, Coal Merchants. Nov 26 at 2 at offices of Wright and Marshall, New st, Birmingham

Jones, Alfred Thomas George, Bristol, Smith. Nov 24 at 2 at offices of Tricks and Co, City chambers, Nicholas st, Bristol. Clifton and Carter, Bristol

Kay, Marvel, Heywood, Lancashire, Tailor. Nov 28 at 3 at offices of Worth, Yorkshire st, Rochdale

Knight, John, Syton, Leicester, Bricklayer. Dec 2 at 3 at offices of Wright and Hincks, Belvoir st, Leicester

Lewis, Peter Boyce, Freiston, Lincoln, Farmer. Nov 25 at 11 at offices of Rice and Co, Main Ridge, Boston

Leach, Samuel, Middlesborough, Printer. Nov 28 at 1 at the Abbot's Hotel, York. Bainbridge and Barsley, Middlesborough

Leake, William Robert, North Cave, York, Farmer. Nov 26 at 3.30 at offices of Pickering, Parliament st, Kingston-upon-Hull. Roberts and Leak

Leary, John, Hulme, Lancashire, Builder. Nov 28 at 3 at offices of Jones, St Ann's passage, Manchester

Leigh, John, St Helen's, Lancashire, Licensed Victualler. Nov 28 at 2 at offices of Massey, Hardlaw st, St Helen's

Lewis, William Mortimer, Pendine, Carmarthen, of no occupation. Nov 26 at 10.15 at offices of Griffiths, St Mary st, Carmarthen

Lister, Henry Pickering, Sheffield, Accountant. Nov 26 at 11 at the Law Society's Rooms, Aldine court, High st, Sheffield. Taylor

Mallett, Edward, Little Britain, Aldersgate st, Refreshment room keeper. Nov 27 at 2 at offices of Neave, Cheapside

Manning, James, Potton, Bedford, Farmer. Nov 28 at 3 at the Rose and Crown Hotel, Potton. Smith, Sandy

Manning, Joseph, Birmingham, Tailor. Nov 27 at 2 at offices of Fitter, Bennett's hill, Birmingham

Manton, Robert, Ashton-under-Lyne, Joiner. Dec 1 at 3 at the Pitt and Nelson Hotel, Old st, Ashton-under-Lyne. Broadbent, Ashton-under-Lyne

Medway, Edward, Freshwater, Isle of Wight, Carpenter. Nov 29 at 11 at offices of Rhodes, Lugsley st, Newport

Miller, Agnes Emmeline, Brierley hill, Stafford, Grocer. Nov 26 at 12 at offices of Powell and Browett, Ann st, Birmingham

Morgan, Edward, Hillhampton, Hereford, Farmer. Nov 27 at 3 at offices of Moore, Corn sq, Leominster

Morris, James Mark, Market Drayton, Salop, Surgeon. Nov 28 at 2 at the Royal Hotel, Crewe. Hayward Belliss, Audlem

Myatt, James, and William Myatt, Myland, Colchester, Seed Growers. Nov 26 at 12 at the Fleece Hotel, Colchester. Goodly, Colchester

Norton, James, Malton, York, Draper. Nov 26 at 11 at offices of Bartliff, Market place, Malton

Owen, George Rodney, Avenue rd, Acton, Civil Engineer. Nov 28 at 3 at offices of Rogers and Chave, Queen Victoria st, Pinner

Pachery, William, Ipswich, York, Architect. Nov 29 at 11.30 at the King's Head Hotel, Darlington. Barron, Darlington

Perkes, George, Waterloo, Worcester, Market Gardener. Nov 28 at 2 at offices of Allen and Beauchamp, Sansome place, Worcester

Pexton, Thomas, Beverley, York, Builder. Nov 27 at 11 at offices of Shepherd and Co, Laingate, Beverley

Powell, William Jones, Pontypridd, Glamorgan, Accountant. Nov 28 at 3 at offices of Hollier and Williams, St Mary st, Cardiff

Ramsay, John William, Westbourne grove, Bayswater, Hoster. Nov 24 at 2 at Inns of Court Hotel, High Holborn. Johnson, Seymour pl, Marylebone rd

Rawlings, William Saunders, Goldsmith's row, Hackney rd, Manufacturing Confectioner. Nov 29 at 1 at offices of Holloway, Balls Pond rd. Cooper, Chancery lane

Raynor, William Taylor, Manchester, Tailor. Nov 28 at 11 at offices of Leasroyd and Co, Buxton rd, Huddersfield

Reekes, Edward Binion, Pinner's cr, Old Broad st, Bill Broker. Dec 6 at 11 at offices of Batchell, Bishopgate st, Within

Richards, William, Llanelly, Carmarthen, Master Mariner. Nov 25 at 11 at offices of Rees and Co, Thomas st, Llanelly

Rider, George, Aston-juxta-Birmingham, Bone Dealer. Nov 24 at 3 at offices of Parry, Bennett's hill, Birmingham

Roberts, William Henry, Kirk Ella, York, Fisherman. Nov 25 at 3 at Queen's Hotel, Charlotte st, Kingston-upon-Hull

Robinson, Henry, Wolverhampton, Baker. Nov 27 at 3 at offices of Rhodes, Queen st, Wolverhampton

Robisher, Reuben, Manchester, Professor of Music. Dec 1 at 3 at offices of Riggs, South King st, Manchester

Rudd, George Albert, Dennington, Suffolk, Bricklayer. Nov 29 at 2 at Crown and Anchor Hotel, Framingham. Mills, Ipswich

Russell, Elizabeth Oliver, Bristol, Licensed Victualler. Nov 24 at 12 at offices of Benson and Carpenter, Bank chambers, Corn st, Bristol

Schneider, Henry, Mining lane, Merchant. Nov 24 at 2 at offices of Ellis and Crossfield, Mark lane

Selby, Mathews, Carlisle, Gent. Nov 27 at 3 at offices of Bandle, Hodgson's ct, Carlisle

Sewell, William, Ipswich, Retired Farmer. Nov 27 at 1 at White Hart Hotel, Ipswich. Jones, Colchester

Sharp, William, Skipton, York, Milk dealer. Nov 29 at 2 at offices of Robinson and Robinson, Skipton

Shaw, George, Mirdale, Plasterer. Nov 27 at 3 at Black Bull Hotel, Mirdale. Robinson and Johnson

Shaw, William, Newcastle-upon-Tyne, Ironmonger. Nov 27 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Shurtlworth, Joseph, West Marton, York, Farmer. Nov 29 at 11 at offices of Robinson and Robinson, Skipton

Siney, J hn, Pewsey Wilt, Baker. Nov 27 at 5 at Black Boys Hotel, Newbury. Marshall, Devizes

Smallwood, Edward, Wolverhampton, Stonemason. Dec 3 at 11 at offices of Gatis, King st, Wolverhampton

Smith, Alfred, Kirkgate, Huddersfield, Jeweller. Nov 27 at 11 at offices of Leasroyd and Co, Buxton rd, Huddersfield

Spence, Christopher John, Staindrop, and Christopher Keating Stock, Egglecliffe, Colliery Lessees. Nov 27 at 2.30 at Witham Rooms, Barnard Castle. Draper, Stockton-on-Tees. Squires, Thomas Henry, Walsall, Electro Plater. Nov 26 at 12 at the George Hotel, Walsall. Bill, Walsall. Stains, Job, Oldberrow, Worcester, Farmer. Nov 27 at 3 at offices of Tarneton and Butlin, Temple st, Birmingham. Stead, Thomas, Low Asker, York, Farmer. Nov 28 at 2 at the Windmill Hotel, Blossom st, York. Smith, York. Stretton, Richard, Bradford, nr Manchester, Carrier. Dec 3 at 11 at the King's Arms Hotel, Spring gardens, Manchester. Duckworth, Manchester. Stroud, Harry Charles, and Edwin Mark Watts, Lower Broughton, nr Manchester, out of business. Nov 28 at 3 at offices of Mothershead, Victoria st, Manchester. Sumner, Manchester. Tattle, George John, Moss Side, Manchester, Picture Dealer. Nov 29 at 3 at the York Hotel, York st, Manchester. Thomas, James, Regency st, Westminster, Bootmaker. Dec 3 at 1 at offices of Chapman and Co, St Swinburn's lane. Thomas, James, Tong, York, Grocer. Nov 26 at 11 at offices of Terry and Robinson, Market st, Bradford. Tompsett, Charles, Caterham Valley, Surrey, Grocer. Nov 29 at 4 at offices of Rashleigh, Borough High st. Truman, William, Nottingham, Upholsterer. Nov 28 at 12 at offices of Maples and McCraith, Low pavement, Nottingham. Vaughan, John, Wrexham, out of business. Nov 27 at 12 at offices of Jones, Henblas st, Wrexham. Ward, James Lee, Birmingham, Baker. Nov 28 at 3 at offices of Peace, Ann st, Birmingham. Hemnatt, Birmingham. Waterhouse, Thomas, Askeby, York, Innkeeper. Nov 22 at 2 at the Old Swan Inn, Selby. Wright, Selby. Wharton, Charles, Heckmondwike, York, Draper. Nov 26 at 3 at the Stratford Arms, Wakefield. Mitchenon, Heckmondwike. White, Edward, Abergavenny, Butcher. Nov 27 at 10 at offices of Hodgins, Frogmore st, Abergavenny. Whitehead, Thomas, Blackpool, Grocer. Nov 29 at 11 at offices of Morgan, Church st, Blackpool. Wiggins, George, Bristol, Accountant. Nov 22 at 11 at offices of Wiggins, Nicholas st, Bristol. Wilkinson, David, Brecknock, Boot Dealer. Nov 27 at 3 at the Midland Hotel, Birmingham. Harvey, Leicester. Wood, Philip, Hulme, Manchester, Beer Retailer. Nov 26 at 3 at offices of Simpson and Hockin, Mount st, Albert sq, Manchester. Willis, James Joseph, Dalston lane, Dalston, Cabinet Maker. Nov 26 at 3 at offices of Cooper, Chancery lane.

TUESDAY, Nov. 18, 1879.

Adams, Charles, Sheffield, Cabinet Maker. Nov 28 at 11 at offices of Porrett, Bank st, Sheffield. Adey, George, Aston, Warwick, Pearl Button Maker. Dec 1 at 11 at offices of Phillips, Victoria rd, Aston. Ashby, George, Lowestoft, Smack Master. Dec 1 at 12 at offices of Seago and Son, High st, Lowestoft. Atkinson, Matthias, Middlesbrough, Provision Dealer. Nov 25 at 2 Victoria Office Palace, Dovecot st, Stockton-on-Tees. Barker, Robert John, Wadsworth, York, Farmer. Dec 1 at 11 at offices of Shirley and Co, St George gate, Doncaster. Burdakin and Co, Sheffield. Barlow, John Thomas, Manchester, Fustian Dealer. Dec 3 at 11 Wheat Sheaf Inn, High st, Manchester. Hanchett and Watson, Oldham. Bartlett, Samuel, Turk's terrace, Battersea, Boot and Shoe Maker. Dec 5 at 4 at offices of Staniland, King st, Cheshire. Beckett, Isaac, Crewe, Chester, Blacksmith. Nov 29 at 11 Nantwich rd, Crewe. Warburton, Crewe. Bennett, Nicholas, Glyn, Montgomery, Farmer. Dec 2 at 12.30 at offices of Williams and Co, Market-st, Newtown. Bentley, John, Birstall, York, Plasterer. Dec 3 at 3 at offices of Butler and Middlebrook, Geldard rd, Birstall. Betts, Thomas, Hitcham, Bucks, Baker. Dec 2 at 3 at offices of Durant, Guildhall Chambers, Basinghall st. Bignell, George, Hedge End, Southampton, Farmer. Nov 28 at 3 at offices of Shuttle, Portland st, Southampton. Binks, William, Redcar, York, Boot and Shoe Dealer. Nov 26 at 12 at Abbott's Hotel, Tanner row, York. Thompson, jun., Middlesbrough. Blackaby, Robert Henry, the Groves, Stratford, Grocer. Dec 8 at 2 at offices of Carter and Bell, Eastcheap. Bray, Edwin, Tunbridge, Huddersfield, Oil Extractor. Nov 27 at 3 at offices of Welsh, Queen st, Huddersfield. Brodie, Edward Walter, Salisbury, Wine Merchant. Nov 27 at 11 at offices of Cobb and Smith, the Canal, Salisbury. Bushnan, Newton Ramsey, W-ll st, Camberwell, Manager. Dec 5 at 11 at Gresham House, Old Broad st. Smith. Buxton, James, Leicester, Tailor. Dec 2 at 3 at offices of Loseby and Co, Market pl, Leicester. Cargill, Cornelius, Billingham, Lincoln, Plumber. Dec 4 at 11 Churchyard, Boston. Carter, James, Edward st, Lambeth, Cab Proprietor. Dec 3 at 3 Camberwell green, Camberwell. Hope, Bell yard, Fleet st. Catling, James, Beckenham, Kent. Dec 1 at 11 at offices of Howard and Co, New Bridge st. Chesney, David, Wolverhampton, Licensed Victualler. Dec 4 at 3 at offices of Dallow, Queen sq, Wolverhampton. Clarkson, George, Barnborough, York, Farmer. Nov 28 at 3 at offices of Clegg and Sons, Victoria Chambers, Pig Tree lane, Sheffield. Clive, Daniel, Birmingham, out of business. Nov 28 at 12 at offices of Ladbury, Newb ll st, Birmingham. Cole, Frederick William, North st, Edgeware rd, Chessomonger. Nov 26 at 3 at offices of Johnson, Seymour pl, Marylebone rd. Coles, Frederick, Farret Fen, Huntingdon, Farm Bailiff. Nov 28 at 11 at offices of Hazi, Priestgate, Peterborough. Cox, William, Haverst ck hill, Fruiterer. Dec 3 at 10 at offices of Norman, Gr Marlborough st. Cox, George King, Newcastle-upon-Tyne, Grocer. Nov 29 at 11 at offices of Ridley, M.ley st, Newcastle-upon-Tyne. Cooper, Joseph Mansell, Dudley, Auctioneer. Nov 28 at 3 at offices of Rhodes, Queen st, Wolverhampton.

Craswell, William Henry, Chancery lane, Law Stationer. Dec 1 at 3 at offices of Abraham, Bedford row. Creek, William, Cambridge, Fruiterer. Dec 1 at 3 at offices of Turner, St Andrews st, Cambridge. Dale, Colin Maitby, Marylebone rd, Commercial Clerk. Dec 1 at 12 at offices of Wolsey, Trenchbore st, Edgeware rd. Davis, David, Cammarthen, Grocer. Dec 2 at 11 at Merchant's Association, Broad st. Thomas and Brown, Cammarthen. Davies, John, Pontypridd, Licensed Victualler. Nov 29 at 3 at offices of Hollier and Williams, St Mary st, Cardiff. Dawson, James Thomas, Leeds, Shoe Manufacturer. Dec 3 at 3 at offices of Watson, Great George st, Leeds. Daybell, John, sen, Balderton, Nottingham, Butcher. Dec 2 at 11 at offices of Pratt and Hodgkins n, North gate, Newark-upon-Trent. Daybell, John, jun, Balderton, Nottingham, Cattle Dealer. Dec 2 at 2 at offices of Pratt and Hodgkinson, South gate, Newark-upon-Trent. Deville, Charles, Derby, Cab Proprietor. Dec 4 at 3 at offices of Hertall, Full st, Derby. Diamond, Warren Hastings, Effra rd, Brixton, Surgeon. Dec 11 at 2 at offices of Smallman, Queen st, Cheshire. Dixon, William, Barnsley, York, Draper. Dec 5 at 11 at the Royal Hotel, Church st, Barnsley. Marshall and Owens, Barnsley. Doby, Charles, Bishop's Castle, Salop, Licensed Victualler. Dec 1 at 2 at offices of Griffiths, Castle st, Bishop's Castle. Dray, Will, Farmington, Kent, Refrigerator Contractor. Dec 5 at 11 at offices of Wintonbury and Winch, Leaswater pl, Strand. Drury, Jonathan, Hueslet, near Leeds, Cabinet Maker. Dec 1 at 11 at the Law Institution, Albion st, Leeds. Duval, William, Leicester, Provision Merchant. Dec 1 at 3 at offices of Buckley, Peckington's walk, Leicester. Edwards, George Gibbs, R. e. Sussex, Draper. Dec 4 at 3 at offices of Nevett, Warwick ct, Gray's Inn. Edwards, William Herbert, Moseley, Dentist. Dec 1 at 3 at offices of Duke, Temple row, Birmingham. England, Robert John, Radow, Cornwall, Commission Agent. Dec 1 at 3 at offices of Holland, Warbridge at 5, Offices of Wintonbury and Winch, Leaswater pl, Strand. Evans, Edward, Towry, Margrove, Grocer. Nov 28 at 11 at offices of Hughes and Sons, Pier st, Aberystwyth. Evans, Richard, Bethel, Anglesea, Draper. Dec 1 at 11 at the British Hotel, Bangor. Williams and Hughes. Farmer, Joseph, Grimley, Worcester, Farmer. Nov 29 at 11 at offices of Hill, Pierpoint st, Worcester. Fields, William, Stockport, Chester, Joiner. Dec 3 at 3 at offices of Newton, Bank chambers, Market pl, Stockport. Fifield, Arthur, Rothwell, Northampton, Ironmonger. Nov 28 at 11 at offices of Freedy, George st, Kettering. Foreman, Charles, Ipswich, Tyber Merchant. Dec 8 at 3 at offices of Pollard, Lawrence st, Ipswich. Fox, Peter, Liverpool, Provision Dealer. Dec 4 at 2 at offices of Bradley and Steinforth, Dale st, Liverpool. Francis, John, Bradford, Grocer. Nov 29 at 10 at offices of Cater, Piece Hall yard, Bradford. Fry, Thomas, Lewisham Hill, Blackheath, Auctioneer. Dec 2 at 2 at offices of Layton and Co, Budge row. Glasgow, John, Hereford, Draper. Dec 2 at 1 at the Great Western Hotel, Birmingham. Corner, Harford. Gould, Frederick James, Cardiff, Licensed Victualler. Nov 28 at 2 at offices of Ward, Albion chambers, B-aval. Greenwood, Walter Richard Rathel, Watlington, Oxford, Farmer. Nov 28 at 11 at offices of Parker and Parker, Corn Market, Thame, Oxon. Griffiths, George, James st, Westbourne terrace, Nov 27 at 2 at 145, Cheshire. Brown and Baker, Great George st, Westminster. Hall, Richard Brown, Ainderby Step's, York, Commission Agent. Dec 12 at 11 at offices of Wooley, Friar-st, Darlington. Halsey, Henry Daniel, Harrow station, Harrow, Cattle Dealer. Dec 6 at 10 at offices of B-ydell, Halsey. Hand, John, Sproxtton, Leicester, Farmer. Dec 3 at 12 at the George Hotel, Sutton Mowbray. Thompson and Sons, Grantham. Hart, John, Melton Veny, Wilt, Farmer. Dec 3 at 12 at the Townhall, Warminster. Chapman and Ponting, Warminster. Heigham, Jabez William, Harrogate, York, Vice-Principal of the College. Nov 28 at 11 at offices of Batson and Hutchinson, Harrogate. Hill, Benjamin, Middlesbrough, Ironwork r. Nov 27 at 12 at offices of Jackson and Jackson, Albion rd, Middlesbrough. Hill, Gilbert, Peckham Park rd, Commercial Traveller. Dec 3 at 10 at offices of Cosedge, Camberwell New rd. Hodgson, John, Stockton-on-Tees, Builder. Nov 24 at 11.30 at offices of Huxton and Bolover, High at, Stockton-on-Tees. Holgate, Samuel, Ashkam Richard, York, Farmer. Dec 3 at 12 at offices of Wilkinson, St Helen's sq York. Hindley, Charles, Worcester, Licensed Victualler. Dec 1 at 2 at the offices of Allen and Beauchamp, Sansome pl, Worcester. Hunt, John, Ipswich, Tailor. Dec 10 at 3 at the offices of Philbrick and Corp, Antin-france. Pollard, Ipswich. Jones, Samuel, Broomhall, Chester, Brewer. Nov 27 at 12 Lamb Hotel, Nantwich. Brooke, Nantwich. Jordan, John Isaac, Devonshire pl, Stoke Newington, Dairyman. Dec 1 at 12 Masons' Hall Tavern, Masons' Avenue Basinghall st. Hayward, Coleman st. Kent, Philip, Chippenham, Cambridge, Farmer. Dec 4 at 1 at the White Hart Hotel, Newmarket. York, Newmarket. Kroyman, Ernest, Chorlton-upon-Medlock, Manchester, Brewer. Nov 28 at 3 at offices of Hill, Saint Ann's sq, Manchester. Lamb, John, Burrell Green, Cumberland, Farmer. Dec 1 at 2 at offices of Little and Lamony, Penrith. Leigh, Reginald Heber, Aberaman, Aberdare, Surgeon. Nov 29 at 11 at offices of Phillips, Canon st, Aberdare. Lovett, Edward, Worthing, Sussex, Pork Butcher. Nov 28 at 3 at Smith's Commercial Hotel, Commercial rd, Landport, Portsmouth. Verral Libstein, Jacob, Manchester, Boot Manufacturer. Nov 28 at 3 at offices of Gardner, Cooper st, Manchester. Longland, Edmund, Dodford, Northampton, Farmer. Nov 29 at 2 at offices of Roche, Saint Giles st, Northampton.

Marsh, Henry, Lyceum Matravars, Dorset, Farmer. Dec 8 at 2.30 at the Railway Hotel, Wimbourne. Howard
 May, William Thomas, Liverpool, Restaurant Keeper. Dec 4 at 2 at offices of Davies, the Temple, Dale st, Liverpool
 McCann, Edward, Liverpool, Tailor. Dec 3 at 2 at offices of Filde, North John st, Liverpool
 McQuie, John, Poynton, Chester, Farmer. Dec 1 at 12 at White Lion Inn, Underbank, Stockport. Flint and Flint, Uttoxeter
 Merrington, George Thomas, Downham Market, Norfolk, Miller. Nov 30 at 12.30 at Court house, Downham Market. Reed and Wayman, Downham Market
 Moore, Ann, Birmingham, Brush Manufacturer. Dec 1 at 12 at offices of Duke, Temple row, Birmingham
 Morris, James Mark, Market Drayton, Surgeon. Nov 28 at Corbet Arms Hotel, Market Drayton, in lieu of the place originally named
 Morris, William, Rose Hill, Derby, Grocer. Dec 4 at 11 at offices of Norton, St James's chbrs, St James's st, Derby
 Motherall, James, sen, James Motherall, jun. and Henry Motherall, Manchester, Cotton Manufacturers. Nov 25 at 2 at offices of Boots and Edgar, Booth st, Manchester
 Mullineux, Edward, Stockport, Tea Dealer's Assistant. Dec 2 at 12.30 at offices of Bygott, High st, Wem
 Nicholas, George, sen, Begally, Pembroke, Grocer. Dec 1 at 1 at Regent's Hotel, Cardiff. Griffiths, Carmarthen
 Nicholson, John, Blyth, Nottingham, Farmer. Dec 5 at 11 at Granby Inn, Caroleave, Retford. Bescoy, East Retford
 Nightingale, William, Duddington, Cambridge, Farmer. Nov 23 at 1 at the Griffin Hotel, March. Gaches, Peterborough
 Nixon, John Alderson, New Marske, York, Grocer. Dec 1 at 2.30 at the Wholesale Trader's Association, High st, Stockton-on-Tees
 Noon, William, Manchester, Cabinet Maker. Dec 4 at 3 at offices of Cobbett and Co, Brown st, Manchester
 Owens, Owen, Barnmouth, Merioneth, Builder. Dec 3 at 3 at the Albion Hotel, Chester. David, Dolgelly
 Parker, Thomas, Castleford, York, Joiner. Nov 28 at 3 at the Commercial Hotel, Albion st, Leeds. Marks, Wakefield
 Parkinson, John Crampton, Kirkham, Lancashire, Saddler. Nov 29 at 12 at offices of Cookson's Temperance Hotel, Fishergate, Preston
 Race, Frederick, Wrexham, Wine Worker. Dec 1 at 12 at offices of Wright and Bury, Chester st, Wrexham
 Radock, Thomas, Winterbourne, Gloucester, Farmer. Dec 2 at 11 at offices of Mine and Co, Caledonian chambers, St Stephen's avenue, Bristol
 Perre, Elom, Eastbourne, Sussex, Plumber. Dec 1 at 3 at offices of Hayward, King st, London
 Plummer, James, Honiton, Devon, Innkeeper. Nov 26 at 12 at offices of Fewings and Oakley, Queen st, Exeter. Twiss, Honiton
 Pollard, Frederick, Leicester, Ironfounder. Dec 5 at 3 at offices of Wright and Hincks, Belvoir st, Leicester
 Pugh, Charles, Balsall Heath, Worcester, Grocer. Dec 1 at 3 at offices of Boraston, Ann st, Birmingham
 Rawson, Thomas, Queen st place, Licensed Victualler. Dec 5 at 3 at the Painters' Hall, Little Trinity lane. Pritchard and Co
 Reed, Thomas, Gloucester, Milman. Dec 3 at 12 at offices of Henderson, Berkeley st, Gloucester
 Robinson, John, and Ezekiel John Robinson, Kentish Town rd, Hatters. Dec 3 at 2 at 145, Cheapside. Robinson, King st, Snow hill
 Robinson, Mary, Rhyl, Flint, Dealer in Toys. Nov 29 at 3 at the Townhall, Rhyl. Edwards and Co
 Rogers, William Sexton, West Cowes, Isle of Wight, Chemist. Dec 3 at 12 at offices of Edmonds and Co, Cheapside. Damant and Son, West Cowes
 Ross, Samuel, Bradford, Draper. Nov 27 at 4 at the Creditor's Association, Parkinson's chambers, Market st, Bradford
 Rusby, George, Willtoft, York, Farmer. Dec 1 at 2 at the Old Swan Inn, Selby. Wright, Selby
 Sageman, Samuel, Kent, Builder. Nov 29 at 11 at offices of Norman, Ordnance Terrace, Chatham
 Sanders, William, Walsall, Innkeeper. Dec 1 at 11 at the George Hotel, Walsall. Bill, Walsall
 Scott, William Trewen, Falmouth, Cornwall, Wine Merchant. Dec 2 at 3 at offices of Tilly and Co, Church st, Falmouth
 Seabrook, George, jun, Manuden, Essex, Farmer. Dec 4 at 12 at the Chequers Inn, Bishop's Stortford. Gee
 Sewell, Edward, Ilkley, near Leeds, Schoolmaster. Dec 1 at 12 at offices of Kirk and Co, Commercial buildings, Park row, Leeds
 Sharp, Walter Ainsworth, Manchester, Merchant. Dec 4 at 3 at offices of Boots and Edgar, Booth st, Manchester
 Sharpe, Thomas William, Earl Shilton, Leicester, Draper. Dec 4 at 12 at offices of Shires, Market st, Leicester
 Smith, John, Aldershot, Licensed Victualler. Dec 4 at 11 at offices of Knight and Ward, Farnham
 Smith, Josuna, Friday st, Commission Agent. Nov 27 at 11 at offices of Everett and Smith, Cheapside. Philp, Walbrook
 Smith, Walter, Buxton, Norfolk, Butcher. Dec 1 at 3 at offices of Sadd and Linay, Theatre st, Norwich
 Stone, James, Whitely, York, Innkeeper. Dec 3 at 2.30 at the offices of Gill and Hall, Silver st, Wakefield
 Swanwick, Robert, Nottingham, Grocer. Dec 1 at 12 at offices of Belk, Middle pavement, Nottingham
 Sweetman, Thomas, Eden st, Hampstead rd, Cabinet Maker. Nov 27 at 1 at offices of Walker, Fitzroy st, Fitzroy sq
 Taylor, James, Southport, Grocer. Dec 6 at 11 at offices of Peter Scarlett, London st, Southport. Best, Manchester
 Theaker, William Dyson, Kingston-upon-Hull, Shipping Agent. Dec 4 at 3 at the offices of Middlemass and Pearce, Parliament st, Kingston-upon-Hull
 Thompson, Robert, Holland rd, Kensington, Builder. Dec 1 at 2 at offices of Carter and Bell, Eastcheap
 Thorn, George, Tiverton, Devon, Clothier. Dec 1 at 12.30 at offices of Beckingham, Albion chbrs, Broad st, Bristol
 Underwood, Rev John Christian Curwen, Howell, Clerk in Holy Orders. Dec 1 at 2 at offices of Bissill, Sleaford
 Unsworth, John, Stratford, out of business. Dec 2 at 3 at offices of Hartley, Norfolk st, Manchester
 Ward, William, Ilkley, York, Worsted Spinner. Dec 1 at 11 at offices of Taylor and Co, Piccadilly, Bradford

Ward, William, Berwick-upon-Tweed, Chemist. Dec 1 at 13 at the King's Arms Assembly Rooms, Berwick-upon-Tweed. Gray, Berwick-upon-Tweed
 West, John, Norfolk terrace, Bayswater, Rating-house Keeper. Nov 27 at 11 at offices of Morris, Mitre st, Temple
 Westlake, John George, Clifton, Bristol, Grocer. Nov 26 at 3 at offices of Tricks, and Co, City chambers. Nicholas st, Bristol. Clifton and Carter, Bristol
 Whatmough, James Edward, Manchester, out of business. Nov 29 at 11 at offices of Whithead, Ridgfield, Manchester
 Whiteley, Joseph, Moldgreen, Huddersfield, Commission Agent. Dec 4 at 11 at offices of Bottomley, New st, Huddersfield
 Wigginton, William Henry, Croydon, Cambridge, Farmer. Dec 10 at 3 at offices of Ginn, St Andrew's st, Cambridge
 Wildes, William, St Leonard's, Hereford, Farmer. Dec 2 at 2 at offices of Davies, Edde Cross st, Ross
 Wildgoose, Joseph, Great Longstone, Derby, Innkeeper. Dec 4 at 3 at offices of Bromhead, Bakewell
 Willey, George, Leicester, Cutler. Dec 2 at 3 at offices of Wright, Gallowtree gate, Leicester
 Williams, Elizabeth, Kington, Hereford, General Dealer. Nov 29 at 11 at offices of Smith, Finsley House, Broad st, Loominstar
 Wolf, Herbert, Leeds, Jeweller. Dec 1 at 3 at offices of Pullan, Bond st, Leeds
 Woodhall, Martha Maria, Handsworth, Stafford. Nov 27 at 12 Grand Hotel, Colmore row, Birmingham. Ladbury, Birmingham

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